

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM464020

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Spice Chain Corporation		02/13/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Wintrust Bank, as Administrative Agent		
Street Address:	231 S. LaSalle Street		
Internal Address:	2nd Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60604		
Entity Type:	Chartered Bank: ILLINOIS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4506953	EVERYTHING GOES	
Registration Number:	3078922	ROSERED	
CORRESPONDENCE DATA			
Fax Number:	3124607000		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312-460-5343		
Email:	slott@seyfarth.com		
Correspondent Name:	Stephen D. Lott		
Address Line 1:	233 S. Wacker Drive		
Address Line 2:	Suite 8000		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	069744-000022		
NAME OF SUBMITTER:	Stephen D. Lott		
SIGNATURE:	/Stephen D. Lott/		
DATE SIGNED:	03/01/2018		
Total Attachments: 5			

CH \$65.00 4506953

source=44431922_1_10. Spice Chain - Trademark Security Agreement - Signed (002)#page1.tif
source=44431922_1_10. Spice Chain - Trademark Security Agreement - Signed (002)#page2.tif
source=44431922_1_10. Spice Chain - Trademark Security Agreement - Signed (002)#page3.tif
source=44431922_1_10. Spice Chain - Trademark Security Agreement - Signed (002)#page4.tif
source=44431922_1_10. Spice Chain - Trademark Security Agreement - Signed (002)#page5.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of February 13, 2018, is by SPICE CHAIN CORPORATION, a Delaware corporation (“Grantor”), in favor of WINTRUST BANK, in its capacity as administrative agent for the Lenders (in such capacity, the “Administrative Agent”).

RECITALS

A. Grantor, Spice - VDV Holding Corporation (“Holding”), and Spice - VDV Acquisition Corporation (“Spice Acquisition”) have entered into that certain Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) with the financial institutions that are or may from time to time become party thereto as lenders (collectively, the “Lenders”) and the Administrative Agent, pursuant to which such financial institutions have agreed to make loans to, and issue or participate in letters of credit for the account of, Grantor.

B. Grantor, Holding and Spice Acquisition have entered into that certain Guaranty and Collateral Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Collateral Agreement”) with the Administrative Agent pursuant to which certain obligations owed to the Lenders are secured.

C. As a condition to the closing of the transactions referenced in the Credit Agreement, the Grantor is required to enter into this Agreement in favor of the Administrative Agent.

D. Pursuant to the terms of the Guaranty and Collateral Agreement, Grantor has granted to the Administrative Agent, for the benefit of the Lenders, a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired Trademarks and Trademark Licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantor under the Credit Agreement and the Guaranty and Collateral Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement, the Grantor does hereby grant to the Administrative Agent, for the benefit of the Lenders, a continuing security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark registration and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1

annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral").

This security interest is granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Guaranty and Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement and Guaranty and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used herein but not defined herein shall have the respective meaning ascribed thereto in the Guaranty and Collateral Agreement.

[signature page follows]

The Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

SPICE CHAIN CORPORATION

By: 
Name: Dewey Armstrong
Title: CEO

Acknowledged:

WINTRUST BANK,
as Administrative Agent

By: _____
Name: Matt R. Tripicchio
Title: Commercial Banking Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006282 FRAME: 0915

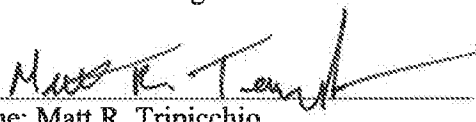
The Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

SPICE CHAIN CORPORATION

By: _____
Name: Dewey Armstrong
Title: CEO

Acknowledged:

WINTRUST BANK,
as Administrative Agent

By: 
Name: Matt R. Tripicchio
Title: Commercial Banking Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006282 FRAME: 0916

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

Mark	Serial Number	Registration Number	Registration Date
EVERYTHING GOES	85792409	4506953	4/1/14
ROSERED	78510644	3078922	4/11/06

Trademark Applications - None.

Trademark Licenses - None.