

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM470208

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MR. FOAMER, LLC		04/16/2018	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	NEWSTAR FINANCIAL, INC.		
Street Address:	500 Boylston Street		
Internal Address:	Suite 1250		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02116		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5061718	MR. FOAMER	
Registration Number:	4823733	BANANA FOAMER	
Registration Number:	4863033	FOAMINATOR	
CORRESPONDENCE DATA			
Fax Number:	2033255001		
<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>			
Email:	mholmes@fdh.com		
Correspondent Name:	Matthew Holmes		
Address Line 1:	Six Landmark Square		
Address Line 2:	Suite 600		
Address Line 4:	Stamford, CONNECTICUT 06901		
NAME OF SUBMITTER:	Matthew Holmes		
SIGNATURE:	/Matthew Holmes/		
DATE SIGNED:	04/17/2018		
Total Attachments: 5			
source=Trademark Security Agreement (CWSSE and Mr. Foamer) - Executed 4-16-18#page1.tif			
source=Trademark Security Agreement (CWSSE and Mr. Foamer) - Executed 4-16-18#page2.tif			
source=Trademark Security Agreement (CWSSE and Mr. Foamer) - Executed 4-16-18#page3.tif			

OP \$90.00 5061718

source=Trademark Security Agreement (CWSSE and Mr. Foamer) - Executed 4-16-18#page4.tif

source=Trademark Security Agreement (CWSSE and Mr. Foamer) - Executed 4-16-18#page5.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”) dated as of April 16, 2018 is made by MR. FOAMER, LLC, a Delaware limited liability company (the “New Grantor”) in favor of NEWSTAR FINANCIAL, INC. (“NewStar”), as administrative agent (“Agent”) for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement referred to below.

WHEREAS, SONNY’S HOLDINGS, LLC, a Delaware limited liability company (“Holdings”), SONNY’S ENTERPRISES, LLC, a Delaware limited liability company (the “Company”), Agent, each Lender from time to time party thereto and each other party thereto have entered into the Credit Agreement dated as of December 1, 2016 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Credit Agreement”), pursuant to which the Lenders have severally agreed to make Loans, the L/C Issuers to issue Letters of Credit, the Secured Swap Providers to enter into Secured Rate Contracts and the Cash Management Banks to enter into agreements giving rise to Cash Management Obligations upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Grantors have entered into the Security Agreement dated as of December 1, 2016 (as supplemented by Supplement No. 1 dated as of April 26, 2017, by Supplement No. 2 dated as of November 17, 2017, and by Supplement No. 3 dated as of the date hereof, and as may be further amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Security Agreement”) in order to induce the Lenders to make Loans, the L/C Issuers to issue Letters of Credit, the Secured Swap Providers to enter into Secured Rate Contracts and the Cash Management Banks to enter into agreements giving rise to Cash Management Obligations.

WHEREAS, under the terms of the Security Agreement, the New Grantor has granted to Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the New Grantor, and has agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the New Grantor agrees as follows:

SECTION 1. Grant of Security. The New Grantor hereby grants to Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all of the New Grantor’s right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the New Grantor or in which the New Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “IP Collateral”):

the registered Trademarks (as defined in the Security Agreement) and Trademarks for which applications are pending in the United States Patent and Trademark Office set forth in Schedule A hereto (excluding any United States “intent-to-use” trademark application prior to the filing and acceptance of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant, attachment or enforcement of a Security Interest hereunder would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law).

SECTION 2. Security for Obligations. The grant of a security interest in the IP Collateral by the New Grantor under this Trademark Security Agreement secures the payment of all Obligations of the New Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Trademark Security Agreement secures, as to the New Grantor, the payment of all amounts that constitute part of the secured Obligations and that would be owed by the New Grantor to any Secured Party under the Loan Documents but for the fact that such secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Credit Party.

SECTION 3. Recordation. This Trademark Security Agreement has been executed and delivered by the New Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The New Grantor authorizes and requests that the Commissioner of Patents and Trademarks record this Trademark Security Agreement.

SECTION 4. Execution in Counterparts. This Trademark Security Agreement may be executed in counterparts, each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile transmission or other electronic communication (including “.pdf” or “.tif” files) shall be as effective as delivery of a manually signed counterpart of this Agreement.

SECTION 5. Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The New Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, Agent with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

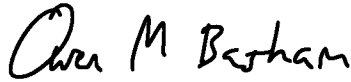
SECTION 6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 7. Severability. The illegality or unenforceability of any provision of this Agreement or any instrument or agreement required hereunder shall not in any way affect or impair the legality or enforceability of the remaining provisions of this Agreement or any instrument or agreement required hereunder.

[Signature Pages Follow]

IN WITNESS WHEREOF, the New Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its duly authorized officer as of the date first above written.

MR. FOAMER, LLC, as a New Grantor

By: 

Name: Owen M. Basham

Title: Vice President

NEWSTAR FINANCIAL, INC.,
as Agent

By: 

Name: Eyre Scott Trefry

Title: Managing Director

SCHEDULE A

United States Trademark Registrations and Trademark Applications

Registered Owner/ Grantor	Trademark	Registration No. or Application No.
Mr. Foamer, LLC	MR. FOAMER	5,061,718
Mr. Foamer, LLC	BANANA FOAMER	4,823,733
Mr. Foamer, LLC	FOAMINATOR	4,863,033