

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM479607

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LB IP, LLC		06/25/2018	Limited Liability Company: OHIO
RECEIVING PARTY DATA			
Name:	Monroe Capital Management Advisors, LLC		
Street Address:	311 South Wacker Dr., Suite 6400		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5243102	@ THE LB	
Registration Number:	5243101	LB	
Registration Number:	5243100	THE LB	
Serial Number:	87096363	THE LB	
Serial Number:	87110313	@ THE LB	
Serial Number:	87097254	LB	
CORRESPONDENCE DATA			
Fax Number:	3127069000		
<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:	IPDocket@mayerbrown.com		
Correspondent Name:	Richard M. Assmus		
Address Line 1:	P.O. Box 2828		
Address Line 4:	Chicago, ILLINOIS 60690-2828		
ATTORNEY DOCKET NUMBER:	18569011		
NAME OF SUBMITTER:	William R. Siegel		
SIGNATURE:	/william r siegel/		
DATE SIGNED:	06/27/2018		

CH \$165.00 5243102

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “Agreement”) dated as of June 25, 2018, is executed by the undersigned (“Grantor”) for the benefit of Monroe Capital Management Advisors, LLC, a Delaware limited liability company, as administrative agent for the Lenders and certain Affiliates of the Lenders (“Administrative Agent”), in connection with (i) a Joinder to Credit Agreement and Guaranty and Collateral Agreement dated as of the date hereof (the “Joinder”), among Grantor, the other Persons party thereto, and Administrative Agent dated as of the date hereof, (ii) the Credit Agreement dated as of September 29, 2017, among the Borrowers party thereto, the other Loan Parties party thereto, the Lenders party thereto, and Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), and (iii) the Guaranty and Collateral Agreement dated as of September 29, 2017, among Grantors and Guarantors party thereto and Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Collateral Agreement”). Capitalized terms not otherwise defined in this Agreement are being used in this Agreement as defined in the Guaranty and Collateral Agreement.

Pursuant to the Joinder and the Guaranty and Collateral Agreement, Grantor has granted to Administrative Agent, for the ratable benefit of the Lenders and (to the extent provided in this Agreement, the Joinder and the Guaranty and Collateral Agreement) their Affiliates, a security interest in substantially all of its assets, including all of its right, title, and interest in, to, and under all now owned and hereafter acquired trademarks, trademark applications, trademark licenses, and all products and proceeds thereof, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations. Pursuant to the Joinder and the Guaranty and Collateral Agreement, Grantor is required to execute and deliver to Administrative Agent, for itself and the ratable benefit of the Lenders, this Agreement.

In consideration of the mutual agreements set forth herein, in the Joinder, the Credit Agreement and the Guaranty and Collateral Agreement, Grantor does hereby grant to Administrative Agent, for the ratable benefit of the Lenders and (to the extent provided in this Agreement, the Joinder and the Guaranty and Collateral Agreement) their Affiliates, 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 and Trademark application referred to in Schedule 1, together with any renewals or divisions thereof and all goodwill associated therewith (though excluding any “intent to use” Trademark application for which a statement of use has not been filed and accepted with the United States Patent and Trademark Office); and
2. all products and Proceeds of the foregoing, including, without limitation, any royalties or any claim by Grantor against third parties for past, present or future infringement of any

Trademark, including, without limitation, any Trademark referred to in Schedule 1 and any Trademark issued pursuant to a Trademark application referred to in Schedule 1 (items (1) and (2) being herein collectively referred to as the “Trademark Collateral”).

This security interest is granted in conjunction with the security interests granted to Administrative Agent pursuant to the Joinder and the Guaranty and Collateral Agreement and subject to limitations set forth therein and in the Credit Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Joinder, the Credit Agreement and in the Guaranty and Collateral Agreement, the terms and provisions of each of which are incorporated by reference herein as if fully set forth herein.

As used in this Agreement, the capitalized terms “Proceeds” and “Trademarks” are as defined in the Guaranty and Collateral Agreement. Those definitions, in relevant part, mutatis mutandis, are provided below for convenience only and do not affect the construction of this Agreement, the Joinder, the Credit Agreement or the Guaranty and Collateral Agreement:

“Proceeds” means all “proceeds” as such term is defined in Section 9 102(a)(64) of the Uniform Commercial Code as in effect on the Closing Date and from time to time in the State of New York.

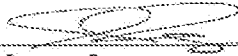
“Trademarks” means (a) all trademarks, trade names, corporate names, each Grantor’s names, business names, fictitious business names, trade styles, service marks, logos, and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith (other than any “intent-to-use” applications), whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto; and (b) the right to obtain all renewals thereof.

This Agreement shall be a contract made under and governed by the internal laws of the state of New York applicable to contracts made and to be performed entirely within such state, without regard to conflicts-of-law principles.

[Signature pages follow]

Grantor is signing this Trademark Security Agreement as of the date stated in the introductory clause.

LB IP, LLC,
an Ohio limited liability company,
as a Grantor

By: 
Name: James Jagers
Title: Director of Operations

[Signature Page to Trademark Security Agreement of LB IP]

TRADEMARK
REEL: 006365 FRAME: 0102

Acknowledged:

MONROE CAPITAL MANAGEMENT
ADVISORS, LLC, as Administrative Agent

By: 

Name: Kyle Asher

Title: Director

[Signature Page to Trademark Security Agreement of LB IP]


TRADEMARK
REEL: 006365 FRAME: 0103

SCHEDULE 1


Trademark Collateral

INTELLECTUAL PROPERTY

Registered Trademarks:

Trademark Grantor	Mark	Registration No.	Registration Date
LB IP, LLC	@ THE LB	5,243,102	7/11/2017
LB IP, LLC		5,243,101	7/11/2017
LB IP, LLC	THE LB	5,243,100	7/11/2017

Unregistered Trademarks:

Trademark Grantor	Mark	Application No.	Application Date
LB IP, LLC	THE LB	87096363	7/7/2016
LB IP, LLC	@ THE LB	87110313	7/20/2016
LB IP, LLC		87097254	7/8/2016