

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM534101

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	PATENT AND TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ALKU, LLC		07/29/2019	Limited Liability Company: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	Societe Generale, as Administrative Agent		
Street Address:	245 Park Ave, 8th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	Bank: FRANCE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87936477	HAVE FUN WORKING HARD	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2123186532		
Email:	alanagramer@paulhastings.com		
Correspondent Name:	Alana Gramer		
Address Line 1:	c/o Paul Hastings LLP		
Address Line 2:	200 Park Avenue		
Address Line 4:	New York, NEW YORK 10166		
NAME OF SUBMITTER:	Alana Gramer		
SIGNATURE:	/s/ AG		
DATE SIGNED:	07/29/2019		
Total Attachments: 6			
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PATENT AND TRADEMARK SECURITY AGREEMENT dated as of July 29, 2019 (this “Agreement”), by and among BPTW Merger Sub, LLC, a Delaware limited liability company (the “Initial Borrower” and, until the assumption by ALKU (as defined below) of the Obligations of Initial Borrower in accordance with Section 9.22 of the Credit Agreement (as defined below), the “Borrower”), ALKU, LLC, a Massachusetts limited liability company (“ALKU” and, upon the assumption by ALKU of the obligations of Initial Borrower in accordance with Section 9.22 of the Credit Agreement (as defined below), the “Borrower”), ALKU Intermediate Holdings, LLC, a Massachusetts limited liability company (“Holdings”), each of the other grantors party hereto and Société Générale, as Administrative Agent.

Reference is made to (a) that certain Credit Agreement, dated as of July 29, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among the the Initial Borrower, Borrower, Holdings, the Lenders from time to time party thereto and Société Générale, as Administrative Agent, and (b) that certain Collateral and Guarantee Agreement, dated as of July 29, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), by and among the Initial Borrower, the Borrower, Holdings, the other Loan Parties from time to time party thereto and Société Générale, as Administrative Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Loan Parties party hereto are Affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Credit Agreement or the Collateral Agreement, as applicable. The rules of construction specified in Section 1.03 of the Credit Agreement also apply to this Agreement, *mutatis mutandis*.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor pursuant to the Collateral Agreement did, and hereby does, grant to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Grantor or in, to or under which such Grantor now has or at any time hereafter may acquire any right, title or interest (collectively, the “Patent and Trademark Collateral”):

(i) all patents of the United States of America or the equivalent thereof in any other country, all registrations and recordings thereof, and all applications for patents of the United States of America or the equivalent thereof in any other country, including registrations, recordings and pending applications in the United States Patent and Trademark Office or any similar office in any other country, including those listed on Schedule I, and (ii) all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions or designs disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein; and

(i) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, domain names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States of America or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule II, (ii) all goodwill associated therewith or symbolized thereby and (iii) all other assets, rights and interests that uniquely reflect or embody such goodwill.

Notwithstanding the foregoing in no event shall Patent and Trademark Collateral include “intent-to-use” trademark or service mark applications prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto.

SECTION 3. Collateral Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Patent and Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Governing Law; Jurisdiction; Consent to Service of Process; Waiver of Jury Trial. Section 9.09 (Governing Law; Jurisdiction; Consent to Service of Process) and Section 9.10 (Waiver of Jury Trial) of the Credit Agreement are each hereby incorporated herein by this reference, *mutatis mutandis*.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by e-signature, facsimile, email or other electronic transmission shall be effective as delivery of an original executed counterpart of this Agreement.

[Signature Pages Follow]

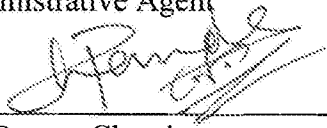
ALKU, LLC,

DocuSigned by:
By: Mark Eldridge
Name: Mark Eldridge
Title: President

[Signature Page to the Trademark Security Agreement]

TRADEMARK
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SOCIÉTÉ GÉNÉRALE,
as Administrative Agent

By: 
Name: Pranav Chandra
Title: Managing Director

{Signature Page to the Trademark Security Agreement}

TRADEMARK
REEL: 006706 FRAME: 0067

SCHEDULE I

Patents Owned by ALKU, LLC

None.

SCHEDULE II

Trademarks Owned by ALKU, LLC

U.S. Trademark Applications

Mark	Application No.	Filing Date
HAVE FUN WORKING HARD	87936477	May 25, 2018