

**TRADEMARK ASSIGNMENT COVER SHEET**

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM533224

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		SECURITY INTEREST	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
GROVE ACQUISITION, LLC		07/18/2019	LIMITED LIABILITY COMPANY CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BANK OF THE WEST, AS ADMINISTRATIVE AGENT		
<b>Street Address:</b>	300 S. Grand Avenue		
<b>Internal Address:</b>	5th Floor		
<b>City:</b>	Los Angeles		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90071		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3498876	GROVE STREET	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2138960400		
<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>			
<b>Phone:</b>	2138915607		
<b>Email:</b>	crachina@buchalter.com		
<b>Correspondent Name:</b>	Corina Rachina		
<b>Address Line 1:</b>	1000 Wilshire Blvd.		
<b>Address Line 2:</b>	12th Floor		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90017		
<b>NAME OF SUBMITTER:</b>	Corina Rachina		
<b>SIGNATURE:</b>	/s/ Corina Rachina		
<b>DATE SIGNED:</b>	07/23/2019		
<b>Total Attachments: 3</b>			
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**MEMORANDUM AND NOTICE OF SECURITY INTEREST  
IN INTELLECTUAL PROPERTY**

**July 18, 2019**

**GROVE ACQUISITION, LLC**, a California limited liability company, whose address is 205 Concourse Boulevard, Santa Rosa, CA 95403 (“Debtor”) hereby acknowledges that it has granted to Bank of the West, as administrative agent and collateral agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, “Agent”), a security interest in and to all of such Debtor’s right, title and interest in and to: (a) the trademarks and trademark registrations and applications therefor (other than intent to use trademark applications to the extent excluded in the Agreement (as defined below)) which are identified on Exhibit A attached hereto and herein incorporated by this reference owned by such Debtor (“Trademarks”), together with the goodwill and assets of the business.

Unless and until an Event of Default (as defined in the Agreement) occurs and is continuing, Debtor shall retain the legal and equitable title to the Trademarks and shall have the right to use and register the Trademarks, as applicable, in the ordinary course of the business of Debtor. The terms and conditions of the aforementioned security interest are contained in that certain Loan and Security Agreement dated as of July 18, 2019 (the “Agreement”), among Debtor, the other Subsidiaries of Debtor parties to the Agreement from time to time, the financial institutions party to the Agreement from time to time as lenders (collectively, “Lenders”), and Agent, as security for the Secured Obligations under and as set forth in the Agreement and other agreements referred to therein. Nothing contained in this Memorandum and Notice of Security Interest in Intellectual Property shall be construed as a present or absolute assignment of any of the collateral nor as limiting any interest which Agent may have in any other collateral described in the Agreement or otherwise.

*[Remainder of Page Intentionally Blank]*

*[Signature Page to Follow]*

IN WITNESS WHEREOF, the undersigned has duly executed this document as of the date first written above.

**DEBTOR:**

**GROVE ACQUISITION LLC,**  
a California limited liability company

By: 

Name: Patrick Roney

Title: Manager

EXHIBIT A

TRADEMARKS AND TRADEMARK LICENSES

<b>Trademark Title</b>	<b>Serial/ Registration No.</b>	<b>File/ Registration Date</b>
Grove Street	77392718/ 3498876	02/08/2008/ 09/09/2008

Exhibit A