TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM569845

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Contanda LLC		03/31/2020	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	CANADIAN IMPERIAL BANK OF COMMERCE			
Street Address:	595 Bay St.,			
Internal Address:	5th Floor,			
City:	Toronto			
State/Country:	CANADA			
Postal Code:	M5G 2C2			
Entity Type:	Chartered Bank: CANADA			

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	87322086	CONTANDA
Serial Number:	87322065	CONTANDA

CORRESPONDENCE DATA

Fax Number: 3128622200

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.

Phone: 3128623837

Email: raza.siddiqui@kirkland.com Raza Siddiqui, Senior Paralegal **Correspondent Name:**

300 N. LaSalle Address Line 1: Address Line 2: Kirkland & Ellis LLP

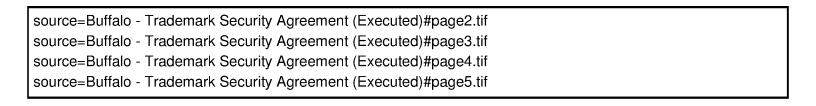
Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:	45129-23
NAME OF SUBMITTER:	Raza Siddiqui
SIGNATURE:	/razasiddiqui/
DATE SIGNED:	03/31/2020

Total Attachments: 5

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TRADEMARK REEL: 006904 FRAME: 0180



TRADEMARK REEL: 006904 FRAME: 0181

Trademark Security Agreement

This TRADEMARK SECURITY AGREEMENT (this "<u>Agreement</u>") is made as of March 31, 2020, between the signatory hereto (the "<u>Grantor</u>") in favor of CANADIAN IMPERIAL BANK OF COMMERCE, NEW YORK BRANCH, as collateral agent for the Secured Parties (in such capacity, the "<u>Collateral Agent</u>").

RECITALS:

WHEREAS, reference is made to that certain Security Agreement, dated as of March 31, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among the Borrower, other Grantors party thereto and the Collateral Agent.; and

WHEREAS, under the terms of the Security Agreement, the Grantor has (i) as collateral security for the Obligations, granted to the Collateral Agent a security interest in all of such Grantor's right, title and interest in, to and under the Collateral, including, without limitation, certain Intellectual Property of the Grantor and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each of the Grantor and the Collateral Agent hereby agree as follows:

SECTION 1. Grant of Security. As collateral security for the Obligations, the Grantor hereby grants to the Collateral Agent a security interest in all of such Grantor's right, title and interest in, to and under the following, whether now owned or hereafter acquired, excluding, however, any of the following that is an Excluded Asset (collectively, the "Intellectual Property Collateral"): (i) all trade names, trademarks and service marks, corporate names, trade dress, designs, logos, fictitious business names and other sources or business identifiers, trademark and service mark registrations and applications for trademark and service mark registrations, including those listed on Schedule 1 hereto, (ii) all renewals and extensions of any of the foregoing and (iii) all rights, now existing or hereafter coming into existence, (A) to all income, royalties, damages and other payments (including in respect of all past, present and future infringements) now or hereafter due or payable under or with respect to any of the foregoing, (B) to sue for all past, present and future infringements with respect to any of the foregoing and (C) otherwise accruing under or pertaining to any of the foregoing throughout the world, together, in each case, with the product lines and goodwill of the business connected with the use of, or otherwise symbolized by, each such trade name, trademark and service mark.

SECTION 2. <u>Recordation</u>. The parties hereto authorize and request that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

SECTION 3. <u>Counterparts</u>. This Agreement may be executed in counterparts (and by different parties hereto in 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 of this Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 4. <u>Governing Law</u>. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

TRADEMARK REEL: 006904 FRAME: 0182 SECTION 5. <u>Conflict Provision</u>. This Agreement has been entered into in conjunction with the provisions of the Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to those set forth in the Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Security Agreement or the Credit Agreement, the provisions of the Security Agreement or the Credit Agreement shall govern.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

CONTANDA LLC

Name: Sean F. Orr

Title: Chief Financial Officer

REEL: 006904 FRAME: 0184

CANADIAN IMPERIAL BANK OF COMMERCE, NEW YORK BRANCH, as Collateral Agent

By: _____

Name: Farhad Merali

Title: Authorized Signatory

SCHEDULE 1

U.S. Trademark Applications and Registrations

Trademark	Owner	Serial No.	Filing Date	Registration No.	Registration Date
CONTANDA & Design	Contanda LLC	87322086	2/2/17	5,338,512	11/21/17
CONTANDA	Contanda LLC	87322065	2/2/17	5,338,511	11/21/17

TRADEMARK REEL: 006904 FRAME: 0186

RECORDED: 03/31/2020