

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM569845

<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>
Contanda LLC		03/31/2020	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CANADIAN IMPERIAL BANK OF COMMERCE		
<b>Street Address:</b>	595 Bay St.,		
<b>Internal Address:</b>	5th Floor,		
<b>City:</b>	Toronto		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5G 2C2		
<b>Entity Type:</b>	Chartered Bank: CANADA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87322086	CONTANDA	
<b>Serial Number:</b>	87322065	CONTANDA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3128622200		
<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>	3128623837		
<b>Email:</b>	raza.siddiqui@kirkland.com		
<b>Correspondent Name:</b>	Raza Siddiqui, Senior Paralegal		
<b>Address Line 1:</b>	300 N. LaSalle		
<b>Address Line 2:</b>	Kirkland & Ellis LLP		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60654		
<b>ATTORNEY DOCKET NUMBER:</b>	45129-23		
<b>NAME OF SUBMITTER:</b>	Raza Siddiqui		
<b>SIGNATURE:</b>	/razasiddiqui/		
<b>DATE SIGNED:</b>	03/31/2020		
<b>Total Attachments: 5</b>			
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## Trademark Security Agreement

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

### 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. Recordation. The parties hereto authorize and request that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

SECTION 3. Counterparts. 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. Governing Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

SECTION 5. Conflict Provision. 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

By:   
Name: Sean F. Orr  
Title: Chief Financial Officer

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**

<b>Trademark</b>	<b>Owner</b>	<b>Serial No.</b>	<b>Filing Date</b>	<b>Registration No.</b>	<b>Registration Date</b>
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