TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM573514

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: Patent, Trademark and Copyright Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Team Sledd, LLC			Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	First National Bank of Pennsylvania, as Administrative Agent	
Street Address:	12 Federal Street	
Internal Address:	One North Shore Center, Suite 503	
City:	Pittsburgh	
State/Country:	PENNSYLVANIA	
Postal Code:	15212	
Entity Type:	National Banking Association: UNITED STATES	

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	4791414	CUPSTER
Registration Number:	4657875	CURB CAFE'
Registration Number:	4668153	CORNER ETERY

CORRESPONDENCE DATA

Fax Number: 4125621041

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: 4125621637

Email: vicki.cremonese@bipc.com

Correspondent Name: Michael L. Dever Address Line 1: 501 Grant Street

Address Line 2: Suite 200

Address Line 4: Pittsburgh, PENNSYLVANIA 15219

ATTORNEY DOCKET NUMBER:	0076967-000003
NAME OF SUBMITTER:	Michael L. Dever
SIGNATURE:	/Michael L. Dever/
DATE SIGNED:	04/24/2020

Total Attachments: 12

source=first national bank-team sledd security agreement 3.27.20 - FNB administrative agent#page1.tif source=first national bank-team sledd security agreement 3.27.20 - FNB administrative agent#page3.tif source=first national bank-team sledd security agreement 3.27.20 - FNB administrative agent#page4.tif source=first national bank-team sledd security agreement 3.27.20 - FNB administrative agent#page5.tif source=first national bank-team sledd security agreement 3.27.20 - FNB administrative agent#page5.tif source=first national bank-team sledd security agreement 3.27.20 - FNB administrative agent#page7.tif source=first national bank-team sledd security agreement 3.27.20 - FNB administrative agent#page8.tif source=first national bank-team sledd security agreement 3.27.20 - FNB administrative agent#page9.tif source=first national bank-team sledd security agreement 3.27.20 - FNB administrative agent#page10.tif source=first national bank-team sledd security agreement 3.27.20 - FNB administrative agent#page10.tif source=first national bank-team sledd security agreement 3.27.20 - FNB administrative agent#page11.tif source=first national bank-team sledd security agreement 3.27.20 - FNB administrative agent#page11.tif source=first national bank-team sledd security agreement 3.27.20 - FNB administrative agent#page11.tif

THIS INSTRUMENT AND THE RIGHTS AND OBLIGATIONS EVIDENCED HEREBY ARE SUBJECT TO THE TERMS SET FORTH IN THAT CERTAIN INTERCREDITOR AGREEMENT (THE "FNB INTERCREDITOR AGREEMENT") DATED AS OF MARCH 27, 2020 AMONG TEAM SLEDD, LLC, AS BORROWER (AS HEREIN DEFINED), FIRST NATIONAL BANK OF PENNSYLVANIA, IN ITS CAPACITY AS ADMINISTRATIVE AGENT FOR THE REVOLVING CREDIT LENDERS (AS DEFINED THEREIN), LENDER (AS HEREIN DEFINED) AND THE OTHER PARTIES THERETO, AS THE SAME MAY BE AMENDED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME.

PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

This PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT (the "Agreement"), dated as of March 27, 2020, is entered into by and among EACH OF THE PERSONS LISTED ON THE SIGNATURE PAGES HERETO AND EACH OF THE OTHER PERSONS WHICH BECOME PLEDGORS HEREUNDER FROM TIME TO TIME (each a "Pledgor" and collectively, the "Pledgors") and FIRST NATIONAL BANK OF PENNSYLVANIA, as the Lender (the "Lender").

WHEREAS, pursuant to that certain Credit Agreement (as it may hereafter from time to time be restated, amended, modified or supplemented, the "Credit Agreement") dated as of March 27, 2020 by and among TEAM SLEDD, LLC, a Delaware limited liability company (the "Borrower"), the Lender and any Guarantors hereafter party thereto (the "Guarantors"), the Lender has agreed to make certain loans and grant other financial accommodations to the Borrower and any Guarantors; and

WHEREAS, the obligation the Lender to make loans and grant other financial accommodations under the Credit Agreement is subject to the condition, among others, that the Pledgors grant a security interest to the Lender in certain patents, trademarks, copyrights and other property as security for such loans and other obligations as more fully described herein.

NOW, THEREFORE, intending to be legally bound hereby, the parties hereto jointly and severally agree as follows:

- 1. <u>Defined Terms</u>. Except as otherwise expressly provided herein, terms which are defined in the Credit Agreement and not otherwise defined herein are used herein as defined therein and the rules of construction set forth in Schedule One of the Credit Agreement shall apply to this Agreement. The following words and terms shall have the following meanings, respectively, unless the context hereof otherwise clearly requires.
- (a) "Patents, Trademarks and Copyrights" shall mean and include all of each Pledgor's present and future right, title and interest in and to the following: all trade names, patent applications, patents, trademark applications, trademarks and copyrights, whether now owned or hereafter acquired by each Pledgor, including, those listed on <u>Schedule A</u> hereto, including all

proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, and the goodwill of the business to which any of the patents, trademarks and copyrights relate.

- (b) "Secured Obligations" shall mean and include the following: (i) all now existing and hereafter arising Obligations of the Pledgors to the Lender, or any provider of any Hedging Contract under the Credit Agreement or any of the other Loan Documents, including all obligations, liabilities, and indebtedness, whether for principal, interest, fees, expenses or otherwise, of the Pledgors to the Lender, or any obligation in connection with any Hedging Contract, now existing or hereafter incurred under the Credit Agreement, the Notes or any of the other Loan Documents as any of the same or any one or more of them may from time to time be amended, restated, modified, or supplemented, together with any and all extensions, renewals, refinancings, and refundings thereof in whole or in part (and including obligations, liabilities, and indebtedness arising or accruing after the commencement of any bankruptcy, insolvency, reorganization, or similar proceeding with respect to the Pledgors or which would have arisen or accrued but for the commencement of such proceeding, even if the claim for such obligation, liability or indebtedness is not enforceable or allowable in such proceeding, and including all obligations, liabilities and indebtedness arising from any extensions of credit under or in connection with the Loan Documents from time to time, regardless whether any such extensions of credit are in excess of the amount committed under or contemplated by the Loan Documents or are made in circumstances in which any condition to extension of credit is not satisfied); (ii) all indebtedness, loans, obligations, expenses and liabilities of the Pledgors to the Lender, or any obligations incurred in connection with any Hedging Contract; and (iii) any sums advanced by the Lender or which may otherwise become due pursuant to the provisions of the Credit Agreement, the Notes, this Agreement, or any other Loan Documents or pursuant to any other document or instrument at any time delivered to the Lender in connection therewith, including any fees and charges, and indemnification obligations under any such document or instrument, together with all interest payable on any of the foregoing, whether such sums are advanced or otherwise become due before or after the entry of any judgment for foreclosure or any judgment on any Loan Document or with respect to any default under any of the Secured Obligations. Notwithstanding the foregoing, Secured Obligations shall not include any Excluded Hedge Liabilities.
- 2. To secure the full payment and performance of all Secured Obligations, each Pledgor hereby grants and conveys a security interest to the Lender for the benefit of itself and any provider of any Hedging Contract in the entire right, title and interest of such Pledgor in and to all of its Patents, Trademarks and Copyrights.
 - 3. Each Pledgor jointly and severally represents and warrants and covenants that:
- (a) the Patents, Trademarks and Copyrights are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;
- (b) to such Pledgor's knowledge, each of the Patents, Trademarks and Copyrights is valid and enforceable;

- (c) except as set forth on <u>Schedule B</u> hereto, such Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents, Trademarks and Copyrights, free and clear of any liens, charges and encumbrances, except for Permitted Liens, including pledges, assignments, licenses, shop rights and covenants by Pledgor not to sue third persons;
- (d) such Pledgor has the corporate, limited liability company or partnership power and authority, as applicable, to enter into this Agreement and perform its terms;
- (e) no claim has been made to such Pledgor or, to the knowledge of such Pledgor, any other person that the use of any of the Patents, Trademarks and Copyrights does or may violate the rights of any third party;
- (f) such Pledgor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Patents, Trademarks and Copyrights, except for such Patents, Trademarks and Copyrights that are hereafter allowed to lapse in accordance with Section 11 hereof;
- (g) such Pledgor will not change its state of incorporation, formation or organization, as applicable, without providing thirty (30) days prior written notice to the Lender;
- (h) such Pledgor will not change its name without providing thirty (30) days prior written notice to the Lender;
- (i) such Pledgor shall permit the Lender, its officers, employees and agents on reasonable prior notice prior to the existence of an Event of Default, at reasonable times during normal business hours, to inspect all books and records related to the Patents, Trademarks and Copyrights; and
- (j) such Pledgor shall preserve its corporate, limited liability company or partnership existence, as the case may be, and except as permitted by the Credit Agreement, shall not (i) in one, or a series of related transactions, merge into or consolidate with any other entity, the survivor of which is not such Pledgor, or (ii) sell all or substantially all of its assets.
- 4. Each of the obligations and additional liabilities of each and every Pledgor under this Agreement are joint and several with the obligations of the other Pledgors, and each Pledgor hereby waives to the fullest extent permitted by Law any defense it may otherwise have to the payment and performance of the Obligations that its liability hereunder is limited and not joint and several. Each Pledgor acknowledges and agrees that the foregoing waiver serves as a material inducement to the agreement of the Lender to make the Loans, and that the Lender is relying on such waiver in entering into this Agreement. The undertakings of each Pledgor hereunder secure the obligations of the Borrower, itself and the other Pledgors. The Lender may, in its sole discretion, elect to enforce this Agreement against any Pledgor without any duty or responsibility to pursue any other Pledgor and such an election by the Lender shall not be a defense to any action the Lender may elect to take against any Pledgor. The Lender hereby reserves all rights against each Pledgor.

- 5. Each Pledgor agrees that, until Payment in Full of all of the Secured Obligations, such Pledgor will not enter into any agreement (for example, a license agreement) which is inconsistent with such Pledgor's obligations under this Agreement, without the Lender's prior written consent which shall not be unreasonably withheld, except such Pledgor may license technology in the ordinary course of business without the Lender's consent to suppliers and customers to facilitate the manufacture and use of such Pledgor's products.
- 6. If, before the Payment in Full of the Secured Obligations, any Pledgor shall own any new trademarks or any new copyrightable or patentable inventions, or any patent application or patent for any reissue, division, continuation, renewal, extension, or continuation in part of any Patent, Trademark or Copyright or any improvement on any Patent, Trademark or Copyright, the provisions of this Agreement shall automatically apply thereto and such Pledgor shall give to the Lender prompt notice thereof in writing. Each Pledgor and the Lender agree to modify this Agreement by amending <u>Schedule A</u> hereto to include any future patents, patent applications, trademark applications, trademarks, copyrights or copyright applications and the provisions of this Agreement shall apply thereto.
- The Lender shall have, in addition to all other rights and remedies given it by this Agreement and those rights and remedies set forth in the Credit Agreement, those allowed by applicable Law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks and Copyrights may be located and, without limiting the generality of the foregoing, if an Event of Default has occurred and is continuing, the Lender may immediately, without demand of performance and without other notice (except as set forth below) or demand whatsoever to any Pledgor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, in a city that the Lender shall designate by notice to each Pledgor, in Pittsburgh, Pennsylvania or elsewhere, the whole or from time to time any part of the Patents, Trademarks and Copyrights, or any interest which such Pledgor may have therein and, after deducting from the proceeds of sale or other disposition of the Patents, Trademarks and Copyrights all expenses (including fees and expenses for brokers and attorneys), shall apply the remainder of such proceeds toward the payment of the Secured Obligations as the Lender, in its sole discretion, shall determine. Any remainder of the proceeds after Payment in Full of the Secured Obligations shall be paid over to such Pledgor. Notice of any sale or other disposition of the Patents, Trademarks and Copyrights shall be given to such Pledgor at least ten (10) days before the time of any intended public or private sale or other disposition of the Patents, Trademarks and Copyrights is to be made, which notice each such Pledgor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, the Lender may, to the extent permissible under applicable Law, purchase the whole or any part of the Patents, Trademarks and Copyrights sold, free from any right of redemption on the part of such Pledgor, which right is hereby waived and released.
- 8. Each Pledgor hereby authorizes and empowers the Lender to make, constitute and appoint any officer or agent of the Lender, as the Lender may select in its exclusive discretion, as such Pledgor's true and lawful attorney-in-fact, with the power to endorse such Pledgor's name on all applications, documents, papers and instruments necessary for the Lender to use the Patents, Trademarks and Copyrights, or to grant or issue, on commercially reasonable terms, any exclusive or nonexclusive license under the Patents, Trademarks and Copyrights to any third person, or

necessary for the Lender to assign, pledge, convey or otherwise transfer title in or dispose, on commercially reasonable terms, of the Patents, Trademarks and Copyrights to any third Person. Each Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable for the life of this Agreement. The Lender agrees that it shall not take any actions under this power of attorney until after the occurrence and during the continuation of an Event of Default.

- 9. At such time as Payment in Full of the Secured Obligations, this Agreement shall terminate and the Lender shall execute and deliver to each Pledgor all deeds, assignments and other instruments as may be necessary or proper to re-vest in such Pledgor full title to the Patents, Trademarks and Copyrights, subject to any disposition thereof which may have been made by the Lender pursuant hereto.
- 10. Any and all fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and expenses incurred by the Lender in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances, the protection, maintenance or preservation of the Patents, Trademarks and Copyrights, or the defense or prosecution of any actions or proceedings arising out of or related to the Patents, Trademarks and Copyrights, shall be borne and paid by the Pledgors, jointly and severally, promptly upon demand by the Lender, and if not paid promptly, shall be added to the principal amount of the Secured Obligations and shall bear interest at the highest rate prescribed in the Credit Agreement.
- 11. Each Pledgor shall have the duty, through counsel reasonably acceptable to the Lender, to prosecute diligently any patent applications of the Patents, Trademarks and Copyrights pending as of the date of this Agreement if commercially reasonably or thereafter until Payment in Full of the Secured Obligations , to make application on unpatented but patentable inventions and to preserve and maintain all rights in patent applications and patents of the Patents, including the payment of all maintenance fees. Any expenses incurred in connection with such an application shall be borne by the Pledgors. No Pledgor shall abandon any Patent, Trademark or Copyright without the consent of the Lender, which shall not be unreasonably withheld.
- 12. Each Pledgor shall have the right, with the consent of the Lender, which shall not be unreasonably withheld, to bring suit, action or other proceeding in its own name, and to join the Lender, if necessary, as a party to such suit so long as the Lender is satisfied that such joinder will not subject it to any risk of liability, to enforce the Patents, Trademarks and Copyrights and any licenses thereunder. Each Pledgor shall promptly, upon demand, reimburse and indemnify the Lender for all damages, and costs and expenses, including reasonable outside legal fees, incurred by the Lender as a result of such suit or joinder by such Pledgor.
- 13. No course of dealing between any Pledgor and the Lender, nor any failure to exercise nor any delay in exercising, on the part of the Lender, any right, remedy, power or privilege of the Lender hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise

thereof or the exercise of any other right, power or privilege. No waiver of a single Event of Default shall be deemed a waiver of a subsequent Event of Default.

- 14. All of the Lender's rights and remedies with respect to the Patents, Trademarks and Copyrights, whether established hereby or by the Credit Agreement or by any other agreements or by Law, shall be cumulative and not exclusive of any rights or remedies which it may otherwise have under the Loan Documents or by Law, and the Lender may enforce any one or more remedies hereunder successively or concurrently at its option.
- 15. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any clause or provision of this Agreement in any jurisdiction.
- 16. This Agreement supersedes all prior understandings and agreements, whether written or oral, between the parties hereto relating to a grant of a security interest in the Patents, Trademarks and Copyrights by any Pledgor. This Agreement is subject to waiver, modification, supplement or amendment only by a writing signed by the parties, except as provided in Section 6 and Section 26 hereof.
- 17. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties, <u>provided</u>, <u>however</u>, that no Pledgor may assign or transfer any of its rights or obligations hereunder or any interest herein and any such purported assignment or transfer shall be null and void.
- 18. This Agreement shall be construed in accordance with the internal Laws of the Commonwealth of Pennsylvania without giving effect to its conflict of Laws principles including matters of construction, performance and enforcement.
- 19. Each Pledgor hereby irrevocably consents and agrees that any action or proceeding against it may be commenced and maintained in any state court sitting in Allegheny County, Pennsylvania or in the United States District Court for the Western District of Pennsylvania, and each waives personal service of any summons, complaint or other process, which may be made by any other means permitted by Pennsylvania. EACH PLEDGOR IRREVOCABLY WAIVES ANY OBJECTION, INCLUDING ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, WHICH IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY ACTION OR PROCEEDING IN SUCH JURISDICTION IN RESPECT OF THIS AGREEMENT OR ANY DOCUMENT RELATED HERETO. Each Pledgor irrevocably consents and agrees that the state courts sitting in Allegheny County, Pennsylvania and the United States District Court for the Western District of Pennsylvania shall have exclusive jurisdiction for any action or proceeding commenced by or through it with respect to the subject matter hereof.
- 20. Each Pledgor hereby appoints the process agent identified below (the "Process Agent") as its agent to receive on behalf of such party and its respective property service of copies

6

of the summons and complaint and any other process which may be served in any action or proceeding. Such service may be made by mailing or delivering a copy of such process to the Pledgor in care of the Process Agent at the Process Agent's address, and each Pledgor hereby authorizes and directs the Process Agent to receive such service on its behalf. Each Pledgor agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions (or any political subdivision thereof) by suit on the judgment or in any other manner provided at law. Each Pledgor further agrees that it shall, for so long as any commitment or any obligation of any Loan Party to the Lender remains outstanding, continue to retain Process Agent for the purposes set forth in this Section 20. The Process Agent is the Borrower, with an office on the date hereof as set forth in the Credit Agreement. The Process Agent hereby accepts the appointment of Process Agent by the Pledgors and agrees to act as Process Agent on behalf of the Pledgors.

- TO THE EXTENT PERMITTED BY LAW, EACH PLEDGOR HEREBY 21. EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OR ANY CLAIM, DEMAND. ACTION OR CAUSE OF ACTION (I) ARISING UNDER THIS AGREEMENT OR ANY OTHER DOCUMENT OR INSTRUMENT ATTACHED HERETO, REFERRED TO HEREIN OR DELIVERED IN CONNECTION HEREWITH, OR (II) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PLEDGOR WITH RESPECT TO THIS AGREEMENT OR INSTRUMENT ATTACHED HERETO, REFERRED TO HEREIN OR DELIVERED IN CONNECTION HEREWITH, OR THE TRANSACTIONS RELATED HERETO OR THERETO, IN EACH CASE WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE; AND THE PLEDGORS HEREBY AGREE AND CONSENT THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY. AND THAT ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PLEDGORS HERETO TO THE WAIVER OF ITS RIGHT TO TRIAL BY JURY.
- 22. This Agreement may be executed in any number of counterparts, and by different parties hereto in separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument. Each Pledgor acknowledges and agrees that a telecopy or other electronic transmission to the Lender of the signature pages hereof purporting to be signed on behalf of the Pledgor shall constitute effective and binding execution and delivery hereof by such Pledgor.
- 23. All notices, requests, demands, directions and other communications (collectively, "notices") given to or made upon any party hereto under the provisions of this Agreement shall be as set forth in Section 10.13 (Notices) of the Credit Agreement.
- 24. Each Pledgor acknowledges and agrees that, in addition to the other rights of the Lender hereunder and under the other Loan Documents, because the Lender's remedies at law for failure of such Pledgor to comply with the provisions hereof relating to the Lender's rights (a) to inspect the books and records related to the Patents, Trademarks and Copyrights as provided hereunder and thereunder, (b) to receive the various notices such Pledgor is required to deliver hereunder, (c) to obtain copies of agreements and documents as provided herein with respect to

the Patents, Trademarks and Copyrights, (d) to enforce the provisions hereof pursuant to which the such Pledgor has appointed the Lender as its attorney-in-fact, and (e) to enforce the Lender's remedies hereunder and such Pledgor's duties and obligations in connection therewith, would be inadequate and that any such failure would not be adequately compensable in damages, such Pledgor agrees that each such provision hereof may be specifically enforced.

- 25. Each Pledgor hereby acknowledges, represents, and warrants that it receives synergistic benefits by virtue of its affiliation with the Borrower and/or the other Pledgors and that it will receive direct and indirect benefits from the financing arrangements contemplated by the Credit Agreement and that such benefits, together with the rights of contribution and subrogation that may arise in connection herewith are a reasonably equivalent exchange of value in return for providing this Agreement.
- 26. Upon the execution and delivery by any other Person of a Guarantor Joinder, such Person shall become a "Pledgor" hereunder with the same force and effect as if it were originally a party to this Agreement and named as a "Pledgor" hereunder. The execution and delivery of any such Guarantor Joinder shall not require the consent of any other Pledgor hereunder, and the rights and obligations of each Pledgor hereunder shall remain in full force and effect notwithstanding the addition of any new Pledgor as a party to this Agreement.

[SIGNATURE PAGES FOLLOW]

8

[SIGNATURE PAGE TO PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first above written with the intention that it constitute a seal instrument.

TEAM SLEDD, LLC

y:_____(Seal)

Name: S. Randall Emanuelson

Title: Manager

[SIGNATURE PAGE TO PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT]

FIRST NATIONAL BANK OF PENNSYLVANIA

Name: Anthony J. Leone

Title: Senior Vice President

SCHEDULE A

TO

PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

LIST OF REGISTERED PATENTS, TRADEMARKS AND COPYRIGHTS

1. Registered Patents and Patent Applications:

None.

2. Registered Trademarks and Trademark Applications:

Serial Number:	Reg. Number:	Work Mark:
86179095	4791414	CUPSTER
86007863	4657875	CURB CAFE'
85882372	4668153	CORNER ETERY

3. Copyrights:

None.

SCHEDULE B TO PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

LIST OF LIENS, CHARGES AND ENCUMBRANCES OTHER THAN PERMITTED LIENS

None

TRADEMARK REEL: 006923 FRAME: 0301

RECORDED: 04/24/2020