

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM574406

|   |  |                       |                      |
|---|--|-----------------------|----------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                           |                       |                      |
| <b>NATURE OF CONVEYANCE:</b>  | SECURITY INTEREST                        |                       |                      |
| <b>SEQUENCE:</b>  | 1  |                       |                      |
| <b>CONVEYING PARTY DATA</b>   |  |                       |                      |
| <b>Name</b>   | <b>Formerly</b>                          | <b>Execution Date</b> | <b>Entity Type</b>   |
| NM Nevada Trust   |  | 04/28/2020            | Trust: MASSACHUSETTS |
| <b>RECEIVING PARTY DATA</b>   |  |                       |                      |
| <b>Name:</b>  | Ankura Trust Company, LLC                |                       |                      |
| <b>Street Address:</b>  | 140 SHERMAN STREET                       |                       |                      |
| <b>Internal Address:</b>  | 4TH FLOOR                                |                       |                      |
| <b>City:</b>  | FAIRFIELD                                |                       |                      |
| <b>State/Country:</b>   | CONNECTICUT                              |                       |                      |
| <b>Postal Code:</b>   | 06824                                    |                       |                      |
| <b>Entity Type:</b>   | Limited Liability Company: NEW HAMPSHIRE |                       |                      |
| <b>PROPERTY NUMBERS Total: 2</b>  |  |                       |                      |
| <b>Property Type</b>  | <b>Number</b>                            | <b>Word Mark</b>      |                      |
| <b>Serial Number:</b>   | 88559271                                 | MARIPOSA              |                      |
| <b>Serial Number:</b>   | 88690969                                 |                       |                      |
| <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>  | 42551-1                                  |                       |                      |
| <b>NAME OF SUBMITTER:</b>   | Raza Siddiqui                            |                       |                      |
| <b>SIGNATURE:</b>   | /razasiddiqui/                           |                       |                      |
| <b>DATE SIGNED:</b>   | 04/30/2020                               |                       |                      |
| <b>Total Attachments: 5</b>   |  |                       |                      |

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT is dated as of April 28, 2020, by NM Nevada Trust (“Grantor”), in favor Ankura Trust Company, LLC, in its capacity as collateral agent under the Security Agreement referred to below (in such capacity, the “Collateral Agent”).

### W I T N E S S E T H:

Whereas, the Grantor is party to that certain Second Lien Notes Collateral Agreement dated as of June 7, 2019 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Collateral Agent, pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meanings given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. As security for the payment or performance when due (whether at stated maturity, by acceleration or otherwise), as the case may be, in full of the Secured Obligations, the Grantor hereby pledges to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all of the Grantor’s right, title, and interest in or to the trademarks listed in Schedule I, and all renewals thereof, together with all goodwill associated therewith or symbolized thereby, all claims for, and rights to sue for, past or future infringements of any of the foregoing, and all income, royalties, damages and payments now or hereafter due and payable with respect to any of the foregoing, including damages and payments for past or future infringement thereof (collectively, the “Trademark Collateral”).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Recordation. This Trademark Security Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The Grantor authorizes and requests that the Commissioner of Trademarks record this Trademark Security Agreement.

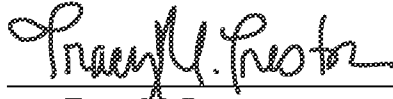
SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE OTHER NOTES DOCUMENTS AND THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (EXCEPT FOR CONFLICTS OF LAW PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION).

*[Signature page follows]*

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**NM NEVADA TRUST,**  
a Massachusetts Trust,  
as Grantor


By:   
Name: Tracy M. Preston  
Title: Vice President

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006928 FRAME: 0181**


Acknowledged and Accepted:

ANKURA TRUST COMPANY, LLC,  
as Collateral Agent

By:  \_\_\_\_\_  
Name: Lisa J. Price  
Title: Managing Director

**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

| <b>Mark</b>  | <b>Jurisdiction</b> | <b>Serial No./<br/>Filing Date</b> | <b>Registration No./<br/>Registration Date</b> | <b>Status</b> | <b>Current Owner of<br/>Record</b> |
|--|---------------------|------------------------------------|--|---------------|------------------------------------|
| MARIPOSA   | USA                 | 88559271<br>01-AUG-2019            | --   | Pending       | NM Nevada Trust                    |
| BUTTERFLY<br>Design<br> | USA                 | 88690969<br>13-NOV-2019            | --   | Pending       | NM Nevada Trust                    |