

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM580843

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Major Brands Holdings, Inc.		06/03/2020	Corporation: MISSOURI
RECEIVING PARTY DATA			
Name:	U.S. Bank National Association		
Street Address:	190 South LaSalle Street, 9th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5700631	MB MAJOR BRANDS PREMIUM BEVERAGE DISTRIB	
Registration Number:	5495028	SAFE HOME AFTER EVERY OCCASION	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Phone:	415-591-1000		
Email:	krea@winston.com		
Correspondent Name:	Becky L. Troutman		
Address Line 1:	101 California Street		
Address Line 4:	San Francisco, CALIFORNIA 94111		
NAME OF SUBMITTER:	Becky L. Troutman		
SIGNATURE:	/Becky L. Troutman/		
DATE SIGNED:	06/11/2020		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Agreement"), dated as of June 3, 2020, is made by Major Brands Holdings, Inc., a Missouri corporation (the "Grantor"), in favor of U.S. BANK NATIONAL ASSOCIATION, as agent for the equal and ratable benefit of the Secured Parties (in such capacity, together with its successors and assigns in such capacity, "Agent").

The Grantor has executed and delivered that (i) certain Guaranty, dated March 31, 2020, related to that certain Credit Agreement, dated as of March 31, 2020 among Major Brands, Inc., Agent and the Lenders party thereto (as the same may be amended, restated, amended and restated, supplemented or otherwise modified and in effect from time to time, the "Loan Agreement") and (ii) that certain Security Agreement, dated as of March 31, 2020 by and among the Grantor, Major Brands, Inc., a Missouri corporation, and U.S. Bank National Association, in its capacity as administrative agent for the Lenders under the Loan Agreement (as the same may be amended, restated, amended and restated, supplemented or otherwise modified and in effect from time to time, the "Security Agreement"). The Grantor has pledged and granted to Agent, for the equal and ratable benefit of the Secured Parties, a continuing security interest in all intellectual property, including the Trademarks.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor agrees, for the benefit of Agent, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement have the meanings provided or provided by reference in the Loan Agreement and the Security Agreement.

2. Grant of Security Interest. (a) This Agreement is made to secure the performance and payment of all of the Obligations. Upon the payment in full of all Obligations (other than contingent indemnification obligations which have not been asserted), Agent shall promptly, upon such satisfaction, execute, acknowledge, and deliver to Grantor all reasonably requested instruments in writing releasing the security interest in the Trademarks acquired under this confirmatory grant.

(b) The Grantor hereby pledges and grants to Agent, on behalf of and for the benefit of the Secured Parties, a lien on and security interest in all of the Grantor's right, title and interest, whether now owned or hereafter acquired, in and to its trademarks and applications for registration thereof listed on Schedule A (provided that no security interest shall be granted in any intent-to-use Trademark or service mark application before the filing of a statement of use or amendment to allege use, or any other intellectual property, to the extent that Applicable Law prohibits the creation of a security interest or would otherwise result in the loss of rights from the creation of such security interest or from the assignment of such rights upon an Event of Default), and the goodwill of the business symbolized by the foregoing; (ii) all licenses of the foregoing, whether as licensee or licensor, (iii) all renewals of the foregoing, (iv) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof, (v) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing, and (vi) all rights corresponding to any of the foregoing throughout the world (the "Trademarks").

3. Purpose. This 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 security interest granted hereby has been granted to Agent in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of Agent thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

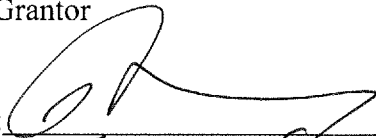
5. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together constitute one and the same original.

6. Governing Law. THIS AGREEMENT AND ALL CLAIMS SHALL BE GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS, WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PRINCIPLES.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

MAJOR BRANDS HOLDINGS, INC.,
as Grantor

By: 
Name: THOMAS J SCHAWANG
Title: SECRETARY

U.S. BANK NATIONAL ASSOCIATION
as Agent

By: Joan Heggen
Name: Joan Heggen
Title: SVP

SCHEDULE A

TRADEMARK REGISTRATIONS AND APPLICATIONS

Registered Trademarks

<u>Trademark</u>	<u>Status</u>	<u>Registration Date</u>	<u>Registration Number</u>
MB MAJOR BRANDS PREMIUM BEVERAGE DISTRIBUTORS (and Design) 	Registered	3/19/2019	5,700,631
SAFE HOME AFTER EVERY OCCASION (stylized) 	Registered	6/19/2018	5,495,028

Pending Trademark Applications

None.