

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM594771

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ShoppersChoice.com, L.L.C.		08/28/2020	Limited Liability Company: LOUISIANA
RECEIVING PARTY DATA			
Name:	Whitehorse Capital Management, LLC, as Collateral Agent		
Street Address:	One Station Place		
Internal Address:	Fifth Floor		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06902		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	4888331	ULTIMATEPATIO	
Registration Number:	4870866	THEGRILLSTOREANDMORE	
Registration Number:	4748860	LAKEVIEW OUTDOOR DESIGNS	
Registration Number:	4075671	SPORTSMANGUYS.COM	
Registration Number:	3537035	WE SMOKE THE COMPETITION	
Registration Number:	3536957	SHOPPERSCHOICE	
Registration Number:	3536956	BBQGUYS	
Registration Number:	5785626	LAKEVIEW OUTDOOR DESIGNS	
Registration Number:	5817289	BBQGUYS	
Serial Number:	88789291	GRILL·A·BIL·ITIES	
Serial Number:	88789303	GRILLABILITIES	
CORRESPONDENCE DATA			
Fax Number:	3129939767		
<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:	3129932622		
Email:	gayle.grocke@lw.com		
Correspondent Name:	Latham & Watkins LLP		

CH \$290.00 4888331

Address Line 1: 330 N. Wabash Avenue
Address Line 2: Suite 2800
Address Line 4: Chicago, ILLINOIS 60611

ATTORNEY DOCKET NUMBER: 053437-0036

NAME OF SUBMITTER: Gayle D. Grocke

SIGNATURE: /gdg/

DATE SIGNED: 08/28/2020

Total Attachments: 5

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source=BBQ Guys - Trademark Security Agreement (ShoppersChoice.com, L.L.C.) [Executed]#page2.tif
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made as of this 28th day of August, 2020, between SHOPPERSCHOICE.COM, L.L.C., a Louisiana limited liability company (the "Grantor"), and WHITEHORSE CAPITAL MANAGEMENT, LLC, in its capacity as collateral agent pursuant to the Credit Agreement referred to below (together with its successors and permitted assigns, the "Collateral Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of August 28, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among BBQ BUYER, LLC, a Delaware limited liability company, and BLAZE BUYER CORP., a Delaware corporation (collectively, the "Borrowers" and each individually, a "Borrower"), the other Persons party thereto from time to time as Guarantors, WHITEHORSE CAPITAL MANAGEMENT, LLC, as Administrative Agent and Collateral Agent, and the financial institutions party thereto from time to time as Lenders, the Lenders are willing to make certain financial accommodations available to the Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, as a condition precedent to the making of such financial accommodations, the Grantor is required to execute and deliver to the Collateral Agent that certain Security Agreement, dated as of August 28, 2020 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver to the Collateral Agent this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. The Grantor hereby grants, mortgages, pledges and hypothecates to the Collateral Agent, for the benefit of the Lenders, a continuing security interest in all of Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising and wherever located (collectively, the "Trademark Collateral"):

(i) any and all of the Grantor's trademarks listed on Schedule I hereto; (ii) all renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements, dilutions or other violations thereof, (iv) the right to sue for past, present and future infringements, dilution or other violations thereof, (v) the goodwill of each Grantor's business symbolized by the foregoing and connected therewith and (vi) all of each Grantor's rights corresponding to the foregoing throughout the world; provided, however, that the foregoing grant of security interest will not cover any intent-to-use United States trademark application for which an amendment to allege use or statement of use has not been filed or, if filed, has not been deemed in conformance with 15 U.S.C. §1051(a) or examined and accepted by the United States Patent and Trademark Office.

Notwithstanding any of the provisions set forth in this Trademark Security Agreement to the contrary, nothing in this Trademark Security Agreement shall constitute a grant of a security interest in, and the Trademark Collateral shall not include, any Excluded Collateral.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by the Grantors, or any of them, to the Collateral Agent, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Collateral Agent pursuant to the Security Agreement. 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.

5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same agreement. In proving this Trademark Security Agreement in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures hereto delivered by Electronic Transmission shall be deemed an original signature hereto.

6. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms “includes” and “including” are not limiting, and the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or.” The words “hereof,” “herein,” “hereby,” “hereunder,” and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms hereof) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person’s successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

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IN WITNESS WHEREOF, the 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.

GRANTOR:

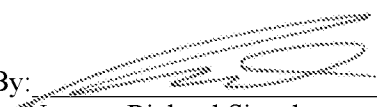
SHOPPERSCHOICE.COM, L.L.C.

By: LA 3
Name: Stephen Lebowitz
Title: President

[Signature Page to Trademark Security Agreement]

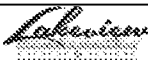
TRADEMARK
REEL: 007037 FRAME: 0197

**ACCEPTED AND ACKNOWLEDGED BY: WHITEHORSE CAPITAL MANAGEMENT,
LLC, as the Collateral Agent**

By: 
Name: Richard Siegel
Title: Authorized Signatory

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Mark	Registration/S erial Number	Filing/Issue Date	Status
ShoppersChoice.com, L.L.C.	UltimatePatio	4,888,331	January 19, 2016	Section 8&15 Due by 1/19/2022
ShoppersChoice.com, L.L.C.	THEGRILLSTOREANDMORE	4,870,866	December 15, 2015	Section 8&15 Due by 12/15/2021
ShoppersChoice.com, L.L.C.	 LAKEVIEW OUTDOOR DESIGNS & Design	4,748,860	June 2, 2015	Section 8&15 filed on 6/2/2020
ShoppersChoice.com, L.L.C.	SPORTSMANGUYS.COM	4,075,671	December 27, 2011	Renewal due by 12/27/2021
ShoppersChoice.com, L.L.C.	WE SMOKE THE COMPETITION	3,537,035	November 25, 2008	Renewal due by 11/27/2028
ShoppersChoice.com, L.L.C.	SHOPPERSCHOICE	3,536,957	November 25, 2008	Renewal Due by 11/27/2028
ShoppersChoice.com, L.L.C.	BBQGUYS	3,536,956	November 25, 2008	Renewal Due by 11/27/2028
ShoppersChoice.com, L.L.C.	LAKEVIEW OUTDOOR DESIGNS	5,785,626	June 25, 2019	Section 8&15 Due by 6/25/2025
ShoppersChoice.com, L.L.C.	BBQGUYS	5,817,289	July 30, 2019	Section 8&15 Due by 7/30/2025
ShoppersChoice.com, L.L.C.	GRILL·A·BIL·I·TIES GRILL-A-BIL-I-TIES & Design	88/789,291	February 7, 2020	Published for opposition 8/11/2020
ShoppersChoice.com, L.L.C.	GRILLABILITIES	88/789,303	February 7, 2020	Published for opposition 8/11/2020