

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM595829

|   |  |                       |                               |
|---|--|-----------------------|-------------------------------|
| <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>            |
| Baril Corporation   |  | 09/02/2020            | Corporation:<br>MASSACHUSETTS |
| <b>RECEIVING PARTY DATA</b>   |  |                       |                               |
| <b>Name:</b>  | The Northwestern Mutual Life Insurance Company |                       |                               |
| <b>Street Address:</b>  | 720 East Wisconsin Avenue                      |                       |                               |
| <b>City:</b>  | Milwaukee                                      |                       |                               |
| <b>State/Country:</b>   | WISCONSIN                                      |                       |                               |
| <b>Postal Code:</b>   | 53202  |                       |                               |
| <b>Entity Type:</b>   | Mutual insurance company: WISCONSIN            |                       |                               |
| <b>PROPERTY NUMBERS Total: 2</b>  |  |                       |                               |
| <b>Property Type</b>  | <b>Number</b>                                  | <b>Word Mark</b>      |                               |
| <b>Serial Number:</b>   | 88950065                                       | BARIL                 |                               |
| <b>Serial Number:</b>   | 88950738                                       | BARIL CORPORATION     |                               |
| <b>CORRESPONDENCE DATA</b>  |  |                       |                               |
| <b>Fax Number:</b>  |  |                       |                               |
| <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>   | 4155911000                                     |                       |                               |
| <b>Email:</b>   | TrademarksCH@winston.com                       |                       |                               |
| <b>Correspondent Name:</b>  | Laura M. Franco, Winston & Strawn LLP          |                       |                               |
| <b>Address Line 1:</b>  | 101 California Street                          |                       |                               |
| <b>Address Line 4:</b>  | San Francisco, CALIFORNIA 94111                |                       |                               |
| <b>NAME OF SUBMITTER:</b>   | Laura M. Franco                                |                       |                               |
| <b>SIGNATURE:</b>   | /Laura M. Franco/                              |                       |                               |
| <b>DATE SIGNED:</b>   | 09/03/2020                                     |                       |                               |
| <b>Total Attachments: 4</b>   |  |                       |                               |
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CH \$65.00 88950065

**GRANT OF SECOND LIEN SECURITY INTEREST IN UNITED STATES TRADEMARKS**

**September 2, 2020**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Baril Corporation, a Massachusetts corporation (the “Grantor”), hereby grants to THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY, as Collateral Agent, with offices at 720 East Wisconsin Avenue, Milwaukee, Wisconsin 53202 (the “Grantee”), a continuing security interest in (i) all of the Grantor’s right, title and interest in, to and under to the United States trademarks, trademark registrations and trademark applications (except any intent-to-use applications for trademark registrations for which a statement of use has not yet been filed) set forth on Schedule A attached hereto (the “Marks”), (ii) all proceeds and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated, (iv) all income, fees, royalties, damages, claims and payments now or hereafter due and/or payable thereunder and with respect thereto including, without limitation, damages and payments for past, present or future infringements thereof, (v) any and all rights corresponding thereto throughout the world, and (vi) any and all rights to sue for past, present or future infringements thereof.

THIS GRANT is made to secure the satisfactory performance and payment of all the Secured Obligations of the Grantors, as such term is defined in the Second Lien Security Agreement by and among Grantor, Grantee, and the other Grantors (as such term is defined therein) party thereto, dated as of November 15, 2018 (as amended, modified, restated and/or supplemented from time to time, the “Security Agreement”). The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned has executed this Grant as of the date first above written.

GRANTOR:


**BARIL CORPORATION,**  
a Massachusetts corporation

By: Ken Kovacs  
Name: Ken Kovacs  
Title: Chief Financial Officer

GRANTEE:

**THE NORTHWESTERN MUTUAL LIFE  
INSURANCE COMPANY**

By: Northwestern Mutual Investment Management  
Company, LLC, its investment adviser

By: 

Name: Brian P. McDonald

Title: Managing Director

SCHEDULE A

| <u>Registered<br/>Owner/Applicant</u> | <u>Mark</u>          | <u>App. No.</u> | <u>Filing Date</u> | <u>Reg. No.</u> | <u>Reg. Date</u> | <u>Status</u> |
|---------------------------------------|----------------------|-----------------|--------------------|-----------------|------------------|---------------|
| Baril Corporation                     | BARIL                | 88950065        | 05-JUN-2020        |                 |                  | Pending       |
| Baril Corporation                     | BARIL<br>CORPORATION | 88950738        | 05-JUN-2020        |                 |                  | Pending       |

TRADEMARK

REEL: 007044 FRAME: 0562

RECORDED: 09/03/2020