

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM595847

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Jacknob Corp.		09/01/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	FIFTH THIRD BANK, NATIONAL ASSOCIATION, as Agent		
Street Address:	222 South Riverside Plaza, 33rd Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2140592	JACKNOB	
CORRESPONDENCE DATA			
Fax Number:	3126095005		
<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:	312-609-7943		
Email:	skowalski@vedderprice.com		
Correspondent Name:	Sylvia Kowalski		
Address Line 1:	222 North LaSalle Street - 24th Floor		
Address Line 4:	CHICAGO, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	31417000083- T. Schnur		
NAME OF SUBMITTER:	Sylvia Kowalski		
SIGNATURE:	/Sylvia Kowalski/		
DATE SIGNED:	09/03/2020		
Total Attachments: 4			
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**GRANT OF SECURITY INTEREST IN
TRADEMARK RIGHTS**

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Agreement"), dated as of September 1, 2020 is made by **JACKNOB CORP.**, a Delaware corporation, located at 290 Oser Road, Hauppauge, New York (the "Grantor"), in favor of FIFTH THIRD BANK, NATIONAL ASSOCIATION, as Agent (the "Agent") in connection with that certain Amended and Restated Security Agreement dated as of June 1, 2018 among Grantor, the other "Grantors" party thereto and the Agent (as amended, restated, supplemented or modified from time to time, the "Security Agreement"). Capitalized terms not otherwise defined herein are being used herein as defined in the Security Agreement.

WITNESSETH:

WHEREAS, pursuant to the Security Agreement, the Grantor pledged and granted to the Agent for the benefit of the Lenders a continuing security interest in all Intellectual Property constituting Collateral, including the Trademarks listed on Schedule A hereto (the "Additional Intellectual Property"); and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make extensions of credit to the Borrowers pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Grant of Security Interest. The Grantor hereby pledges and grants a continuing security interest in all of the Grantor's right, title and interest in, to and under the Trademarks constituting Collateral (as defined in the Security Agreement), including, without limitation, the Additional Intellectual Property (collectively, the "Collateral"), to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Secured Obligations. Notwithstanding the foregoing to the contrary, no Lien on or security interest shall be deemed granted in any "intent to use" Trademark applications for which an amendment to allege use or statement of use has not been filed with and accepted by the United States Patent and Trademark Office.

SECTION 2. 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 the Agent thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 3. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the 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.

SECTION 4. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

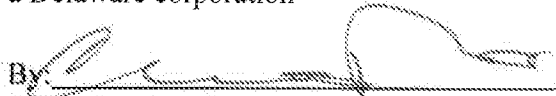
SECTION 5. Governing Law. THIS AGREEMENT AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF, OR RELATING TO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS (INCLUDING, WITHOUT LIMITATION, 735 ILCS SECTION 105/5-1 ET SEQ., BUT OTHERWISE WITHOUT REGARD TO THE CONFLICT-OF-LAWS PROVISIONS) OF THE STATE OF ILLINOIS.

(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.

GRANTOR:

JACKNOB CORP.,
a Delaware corporation

By: 

Name: Christopher Burns

Title: Chief Financial Officer

SCHEDULE A

(To Grant Security Interest in Trademark Rights)

U.S. Trademark Registrations and Applications

Mark	Registration No.	Registration Date	Owner
JACKNOB	2140592	3/3/98	Jacknob Corp.