

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM598223

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ALBERT USTER IMPORTS, INC.		09/17/2020	Corporation: MARYLAND
RECEIVING PARTY DATA			
Name:	OWL ROCK CAPITAL CORPORATION		
Street Address:	399 Park Avenue, 38TH FLOOR		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	5945792	REGAL SHELLS	
Registration Number:	5858862	REGAL SHELLS	
Serial Number:	88828983	FRUTTA PRIMA	
Serial Number:	88829019	ICESCAPE FROM FROZEN TO FABULOUS	
Serial Number:	88829059	ZURIMIX	
Serial Number:	88733919	ARTE PIATTO	
Serial Number:	88733969	C CONFISEUR	
Serial Number:	88734057	REGAL SHELLS	
Serial Number:	88734075	REGAL SHELLS	
Registration Number:	6011531	PASTRY IDEALE	
Registration Number:	5883752	SAVOIR FARE	
CORRESPONDENCE DATA			
Fax Number:	2029567069		
<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:	2029567685		
Email:	carrierr@sullcrom.com, nguyenb@sullcrom.com		
Correspondent Name:	Rita M. Carrier		
Address Line 1:	1700 New York Avenue, N.W., Suite 700		

OP \$290.00 5945792

Address Line 2: Sullivan & Cromwell LLP
Address Line 4: Washington, D.C. 20006-5215

NAME OF SUBMITTER: Rita M. Carrier

SIGNATURE: /Rita M. Carrier/

DATE SIGNED: 09/17/2020

Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of September 17, 2020, by ALBERT USTER IMPORTS, INC. ("Grantor"), in favor of OWL ROCK CAPITAL CORPORATION, in its capacity as Administrative Agent for itself and the other Lender Parties (together with its successors and permitted assigns in such capacity, "Grantee").

WHEREAS, the Grantor has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into a Second Lien Pledge and Security Agreement, dated June 29, 2016 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Lender Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Lender Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations. Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder on or in any "intent to use" Trademark application for which a Statement of Use or Amendment to Allege Use, as applicable, has not been filed and accepted with the U.S. Patent and Trademark Office.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event that of any conflict between the terms of this Trademark Security Agreement and the Security Agreement, the terms of the Security Agreement shall control.

This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed

shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

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

ALBERT USTER IMPORTS, INC.

By: 
Name: Keith Dougherty
Title: Chief Executive Officer

SCHEDULE A TO TRADEMARK SECURITY AGREEMENT

Mark	Application No.	Application Date	Registration No.	Registration Date
REGAL SHELLS	88202384	11/21/18	5945792	12/24/19
REGAL SHELLS	88202389	11/21/18	5858862	9/10/19
FRUTTA PRIMA	88828983	3/10/20	N/A	N/A
ICESCAPE FROM FROZEN TO FABULOUS	88829019	3/10/20	N/A	N/A
ZÜRIMIX	88829059	3/10/20	N/A	N/A
ARTE PIATTO	88733919	12/19/19	N/A	N/A
C CONFISEUR	88733969	12/19/19	N/A	N/A
REGAL SHELLS	88734057	12/19/19	N/A	N/A
REGAL SHELLS	88734075	12/19/19	N/A	N/A
PASTRY IDEALE	88366138	4/1/19	6011531	3/17/20
SAVOIR FARE	88357638	3/26/19	5883752	10/15/19