

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM607005

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Webb Business Promotions, Incorporated		10/16/2020	Corporation: MINNESOTA
RECEIVING PARTY DATA			
Name:	Crescent Direct Lending, LLC, as Agent		
Street Address:	100 Federal Street, 31st Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4740791	REVO	
Registration Number:	5422191	PEARL EXPRESSIONS	
Registration Number:	4562798	JOHNNY MOO	
Registration Number:	4768803	JOHNNY MOO	
Registration Number:	5940088	XPANDASTRAW	
Serial Number:	88861491	HAND SPA	
CORRESPONDENCE DATA			
Fax Number:	6175269899		
<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:	6175269628		
Email:	cslattery@proskauer.com		
Correspondent Name:	Christine Slattery		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	One International Place, 23rd Floor		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	22283 / 018		
NAME OF SUBMITTER:	Christine Slattery		
SIGNATURE:	/Christine Slattery/		

CH \$165.00 4740791

DATE SIGNED:	11/05/2020
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Total Attachments: 5

- source=08. Trademark Security Agreement (Webb) Executed#page1.tif
- source=08. Trademark Security Agreement (Webb) Executed#page2.tif
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- source=08. Trademark Security Agreement (Webb) Executed#page5.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “Agreement”) made as of this 16th day of October, 2020, by **WEBB BUSINESS PROMOTIONS, INCORPORATED**, a Minnesota corporation (“Grantor”), in favor of Crescent Direct Lending, LLC, in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) (herein, “Grantee”):

WITNESSETH

WHEREAS, Grantor, one or more of its affiliates, Grantee and the lenders identified therein are parties to a certain Credit Agreement dated as of March 23, 2016 (as amended by that certain First Amendment to Credit Agreement, dated as of December 22, 2016, that certain Second Amendment to Credit Agreement, dated as of September 20, 2017, that certain Third Amendment to Credit Agreement, dated as of November 15, 2017, that certain Fourth Amendment and Limited Consent to Credit Agreement, dated as of June 13, 2018, that certain Fifth Amendment and Limited Consent to Credit Agreement, dated as of September 14, 2018, that certain Sixth Amendment to Credit Agreement, dated as of December 21, 2018, that certain Seventh Amendment to Credit Agreement, dated as of March 25, 2019, that certain Eighth Amendment to Credit Agreement, dated as of even date herewith, and as may be further amended, amended and restated, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) providing for extensions of credit to be made to Grantor (or one or more affiliates thereof) by Grantee and Lenders; and

WHEREAS, pursuant to the terms of a certain Guarantee and Collateral Agreement dated as of March 23, 2016, among Grantor, one or more of its affiliates, and Grantee (as the same may be amended, amended and restated, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), Grantor has granted to Grantee, for the benefit of Secured Parties, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Collateral Agreement), together with the goodwill of the business symbolized by Grantor’s Trademarks, and all products and proceeds thereof, to secure payment and performance of the Obligations; and

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

1. Incorporation of Credit Agreement and Collateral Agreement. The Credit Agreement and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Collateral Agreement.
2. Grant and Reaffirmation of Grant of Security Interests. To secure payment and performance of the Obligations, Grantor hereby grants to Grantee, for the benefit of Secured Parties, and hereby reaffirms its prior grant pursuant to the Collateral Agreement of, a

lien on and security interest in Grantor's entire right, title and interest in and to the following, whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any such Trademark, or (b) injury to the goodwill associated with any such Trademark.

[Signature page follows]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

**WEBB BUSINESS PROMOTIONS,
INCORPORATED,**
a Minnesota corporation

By: 

Name: Gabriel Wood

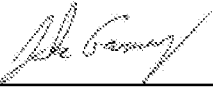
Title: Vice President and Secretary

[Signature Page to Trademark Security Agreement]

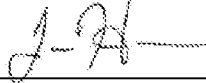
Agreed and Accepted
As of the Date First Written Above

CRESCENT DIRECT LENDING, LLC,
as Agent

By: Crescent Capital Group LP, its sole member

By:  _____

Name: Jake Garmey
Title: Managing Director

By:  _____

Name: Jake Hixon
Title: Vice President

SCHEDULE 1

TRADEMARKS

Mark	Country	App. No./ App. Date	Reg. No./ Reg. Date	Current Owner	Status
REVO	United States	86316104 20-JUN-2014	4740791 19-MAY-2015	Webb Business Promotions, Incorporated	Registered
PEARL EXPRESSIONS	United States	87514658 3-JUL-2017	5422191 13-MAR-2018	Webb Business Promotions, Incorporated	Registered
JOHNNY MOO	United States	86053397 31-AUG-2013	4562798 8-JUL-2014	Webb Business Promotions, Incorporated	Registered
JOHNNY MOO	United States	86510081 21-JAN-2015	4768803 7-JUL-2015	Webb Business Promotions, Incorporated	Registered
xpandastraw	United States	88344558 18-MAR-2019	5940088 17-DEC-2019	Webb Business Promotions, Incorporated	Registered

TRADEMARK APPLICATIONS

Mark	Country	App No.	App. Date	Current Owner	Status
Hand Spa	United States	88861491	6-APR-2020	Webb Business Promotions, Incorporated	Application