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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM607796

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:	Fidus Investment Corporation
Street Address:	1603 ORRINGTON AVENUE, SUITE 1005
City:	EVANSTON
State/Country:	ILLINOIS
Postal Code:	60201
Entity Type:	Corporation: MARYLAND

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:

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.

Phone: 7043778156

Email: jcarusone@robinsonbradshaw.com

Correspondent Name: Jennifer Carusone

Address Line 1: 101 N. Tryon St. Suite 1900

Address Line 2: c/o Robinson, Bradshaw & Hinson, P.A. Address Line 4: Charlotte, NORTH CAROLINA 28246

NAME OF SUBMITTER: Jennifer Carusone	
SIGNATURE:	/Jennifer Carusone/
DATE SIGNED:	11/10/2020

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "<u>Agreement</u>") made as of this 16th day of October, 2020, by Webb Business Promotions, Incorporated, a Minnesota corporation ("<u>Grantor</u>"), in favor of Fidus Investment Corporation, a Maryland corporation, in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) (herein, "<u>Grantee</u>"):

WITNESSETH

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

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 amended and supplemented prior to the date hereof and as the same may be further amended, restated, amended and 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;

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. <u>Incorporation of Credit Agreement and Collateral Agreement</u>. 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. <u>Grant and Reaffirmation of Grant of Security Interests.</u> 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]

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

WEBB BUSINESS PROMOTIONS,

INCORPORATED, a Minnesota corporation

Name: Gabriel Wood

Title: Vice President and Secretary

[Signature Page to Trademark Security Agreement (Fidus)]

Agreed and Accepted As of the Date First Written Above

FIDUS INVESTMENT CORPORATION,

as Agent

Booksigned by:
Robert Wiley

Name: Robert Lesley
Title: Authorized Signer

SCHEDULE 1

TRADEMARK REGISTRATIONS

Mark	Country	App. No./ App. Date	Reg. No./ Reg. Date
REVO	USPTO	86316104 20-JUN-2014	4740791 19-MAY-2015
PEARL EXPRESSIONS	USPTO	87514658 3-JUL-2017	5422191 13-MAR-2018
JOHNNY MOO	USPTO	86053397 31-AUG-2013	4562798 8-JUL-2014
JOHNNY MOO	USPTO	86510081 21-JAN-2015	4768803 7-JUL-2015
xpandastraw	USPTO	88344558 18-MAR-2019	5940088 17-DEC-2019
Hiya	Mexico		913630

TRADEMARK APPLICATIONS

Mark	Country	App. No./ App. Date
Hand Spa	USPTO	88861491 6-APR-2020

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RECORDED: 11/10/2020