

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM615037

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wintrust Bank		12/16/2020	Corporation: ILLINOIS
RECEIVING PARTY DATA			
Name:	Luc Belaire LLC		
Street Address:	1300 Old Skokie Valley Road		
City:	Highland Park		
State/Country:	ILLINOIS		
Postal Code:	60035		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Serial Number:	87075750	BELAIRE BOYS	
Serial Number:	87075789	BELAIRE GIRLS	
Serial Number:	86107370	BLACK BOTTLE ATHLETES	
Serial Number:	86107315	BLACK BOTTLE BOYS	
Serial Number:	86107350	BLACK BOTTLE GIRLS	
Serial Number:	86236614	JOIN THE MOVEMENT	
Serial Number:	85402095	LUC BELAIRE	
Serial Number:	86316123	LUC BELAIRE	
Serial Number:	86325290	PRODUIT DE FRANCE LUC BELAIRE RARE ROSE	
Serial Number:	86775976	SELF-MADE TASTES BETTER	
Serial Number:	85411621	TASTE THE STARS	
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:	312-609-7798		
Email:	ablekhman@vedderprice.com		
Correspondent Name:	Aida Blekhman		
Address Line 1:	Vedder Price P.C.		
Address Line 2:	222 North LaSalle Street, Suite 2500		

CH \$290.00 87075750

TRADEMARK

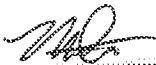
Address Line 4:	Chicago, ILLINOIS 60601
ATTORNEY DOCKET NUMBER:	42110.00.0032 Tom Schnur
NAME OF SUBMITTER:	Aida Blekhman
SIGNATURE:	/Aida Blekhman/
DATE SIGNED:	12/17/2020
Total Attachments: 6 source=Trademark Termination Security Agreement#page1.tif source=Trademark Termination Security Agreement#page2.tif source=Trademark Termination Security Agreement#page3.tif source=Trademark Termination Security Agreement#page4.tif source=Trademark Termination Security Agreement#page5.tif source=Trademark Termination Security Agreement#page6.tif	

**TERMINATION OF TRADEMARK SECURITY AGREEMENT
AND RELEASE OF LIENS ARISING THEREUNDER**

The undersigned, Wintrust Bank ("Bank"), does hereby (a) terminate that certain Trademark Security Agreement dated as of December 28, 2018 (the "Agreement"), that is attached hereto as Exhibit A, and which was signed by Luc Belaire LLC ("Grantor"), and the Bank, as Agent (as defined in the Agreement) for the Lenders, the L/C Issuers and the other Secured Parties (as such terms are defined in the Agreement), and (b) release any and all security interests and liens, including without limitation, any security interests and liens in the Trademark Collateral (as defined in the Agreement), which the Grantor has heretofore granted to Bank that arise out of or relate to the Agreement and the Credit Agreement (as defined in the Agreement). The undersigned further agrees that its signature hereto when delivered by means of e-mail, shall constitute a legal, binding, and valid signature and be deemed an original.

This Termination of Trademark Security Agreement and Release of Liens Arising Thereunder has been executed this 16 day of December, 2020:

WINTRUST BANK

By: 
Name: Matthew Cotton
Its: Assistant Vice President

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 28, 2018, is made by **LUC BELAIRE LLC**, a Delaware limited liability company (the "Grantor"), in favor of **WINTRUST BANK** ("Wintrust"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of December 28, 2018 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Borrower, the other Loan Parties, the Lenders and the L/C Issuers from time to time party thereto and Agent, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to Borrower thereunder, the Grantor hereby agree with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks and all Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

; provided, however, that the Trademark Collateral being assigned hereunder shall not be construed as a current assignment but rather as a security interest that provides the Secured Parties such rights as are provided to holders of security interests under applicable law.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for, and take appropriate and reasonable action based on Grantor's sound business discretion in connection with, the prosecution, defense, enforcement or any other necessary actions in connection with its Trademarks and Licenses subject to a security interest hereunder.

Section 5. Counterparts. 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Illinois.

[SIGNATURE PAGES FOLLOW]

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

Very truly yours,

LUC BELAIRE LLC, as Grantor

By: 

Name: Brett R. Berish

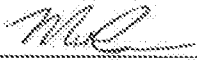
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007140 FRAME: 0971

ACCEPTED AND AGREED
as of the date first above written:

WINTRUST BANK, as Agent

By: 
Name: Matthew Cotton
Title: Commercial Banking Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007140 FRAME: 0972

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Owner	Trademark	Serial Number	Registration Number	Registration Date
Luc Belaire LLC	BELAIRE BOYS	87075750	5132927	Jan 31 2017
Luc Belaire LLC	BELAIRE GIRLS	87075789	5216651	Jun 6 2017
Luc Belaire LLC	BLACK BOTTLE ATHLETES	86107370		
Luc Belaire LLC	BLACK BOTTLE BOYS	86107315		
Luc Belaire LLC	BLACK BOTTLE GIRLS	86107350		
Luc Belaire LLC	JOIN THE MOVEMENT	86236614	4744919	May 26 2015
Luc Belaire LLC	LUC BELAIRE	85402095	4436973	Nov 19 2013
Luc Belaire LLC	LUC BELAIRE	86316123	5018385	Aug 9 2016
Luc Belaire LLC	PRODUIT DE FRANCE LUC BELAIRE RARE ROSE	86325290	4828191	Oct 6 2015
Luc Belaire LLC	SELF-MADE TASTES BETTER	86775976		
Luc Belaire LLC	TASTE THE STARS	85411621	4466858	Jan 14 2014