

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM621736

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
June Life, Inc.		01/21/2021	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of America, N.A. as Collateral Agent		
<b>Street Address:</b>	135 South LaSalle Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	National Banking Association: ILLINOIS		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86981847	JUNE	
<b>Serial Number:</b>	86981849	JUNE	
<b>Serial Number:</b>	86981834	JUNE	
<b>Serial Number:</b>	86650409	JUNE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	2128598000		
<b>Email:</b>	teas@friedfrank.com		
<b>Correspondent Name:</b>	Ciera Burke c/o Fried Frank LLP		
<b>Address Line 1:</b>	One New York Plaza		
<b>Address Line 4:</b>	New York, NEW YORK 10004		
<b>ATTORNEY DOCKET NUMBER:</b>	033748-00138		
<b>NAME OF SUBMITTER:</b>	Ciera Burke		
<b>SIGNATURE:</b>	/Ciera Burke/		
<b>DATE SIGNED:</b>	01/22/2021		
<b>Total Attachments: 5</b>			
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source=Weber - Trademark Security Agreement (June Life) [Executed]#page3.tif  
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source=Weber - Trademark Security Agreement (June Life) [Executed]#page5.tif

**Notice of Grant of Security Interest in Trademarks**

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of January 21, 2021 (this “**Notice**”), made by JUNE LIFE, INC. (the “**Pledgor**”), in favor of BANK OF AMERICA, N.A., as Collateral Agent (as defined below).

Reference is made to the Security Agreement, dated as of October 30, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among the Pledgor, each Subsidiary of Weber Stephen Products LLC from time to time party thereto and BANK OF AMERICA, N.A., as collateral agent for the Secured Parties referred to therein (together with its successors and permitted assigns in such capacity, the “**Collateral Agent**”).

SECTION 1. **Terms.** Capitalized terms used in this Notice and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.1(b) of the Security Agreement also apply to this Notice.

SECTION 2. **Grant of Security Interest.** As security for the payment and performance, as applicable, in full of the Secured Obligations, the Pledgor pursuant to the Security Agreement did, and hereby does, grant to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest in all of such Pledgor’s right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Property, the “**Trademark Collateral**”):

all Trademarks in the United States of America, including those listed on Schedule I;

provided, however, that the foregoing pledge, assignment and grant of security interest will not cover any “intent-to-use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, unless and until an Amendment to Allege Use or a Statement of Use under Section 1(c) or 1(d) of the Lanham Act has been filed and deemed in conformance with Section 1(a) of the Lanham Act or examined and accepted by the United States Patent and Trademark Office, to the extent, if any, that any assignment of an “intent-to-use” application prior thereto would violate the Lanham Act or any other Excluded Property.

SECTION 3. **Security Agreement.** The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. The Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark 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 of any conflict between the terms of this Notice and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. **Counterparts.** This Notice may be executed in two or more counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute but one contract. Delivery of an executed counterpart to this Notice by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

SECTION 5. **Governing Law.** THIS NOTICE AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS NOTICE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER, INCLUDING BUT NOT LIMITED TO THE VALIDITY, INTERPRETATION, CONSTRUCTION, BREACH, ENFORCEMENT OR TERMINATION HEREOF AND THEREOF, AND WHETHER ARISING IN CONTRACT OR TORT OR OTHERWISE, SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS THEREOF (OTHER THAN NEW YORK GENERAL OBLIGATIONS LAW SECTION 5-1401 AND SECTION 51402).

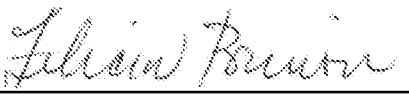
[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Notice as of the day and year first above written.

JUNE LIFE, INC.

By: Nancy M. Misch.  
Name: NANCY M. MISCH  
Title: CORPORATE SECRETARY

BANK OF AMERICA, N.A.,  
as Collateral Agent

By: 

Name: Felicia Brinson

Title: Assistant Vice President

[Signature Page to Notice of Grant of Security Interest in Trademarks]

**TRADEMARK**  
**REEL: 007166 FRAME: 0964**

Schedule I  
to Notice of Grant of Security Interest in Trademarks

**Trademarks Owned by June Life, Inc.**

**Trademark Registrations and Applications**

<b>Owner</b>	<b>Title</b>	<b>Application No.</b>	<b>Filing Date</b>
June Life, Inc.	JUNE & DESIGN	86981847	Jun-3-2015
June Life, Inc.	JUNE & DESIGN (Color)	86981849	Jun-4-2015
June Life, Inc.	JUNE	86981834	Jun-3-2015
June Life, Inc.	JUNE	86650409	Jun-3-2015