

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM617144

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Masterbuilt Manufacturing, LLC		12/29/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	BMO Harris Bank N.A., as administrative agent		
Street Address:	111 W. Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Serial Number:	90082493	GRAVITY SERIES	
Serial Number:	87460900	JM	
Serial Number:	87460988	JM MASTERBUILT EST. 1973	
Registration Number:	5345533	THERMOTEMP	
Registration Number:	4989827	SMOKE TRONIX	
Registration Number:	4787428	SMOKE CHEF	
Registration Number:	4824713	MASTERBUILT	
Registration Number:	3915244	DADGUM THAT'S GOOD	
Registration Number:	3277615	LAPPERS	
Registration Number:	3149798	SMOKE HOLLOW	
Registration Number:	2812802	HITCH HAUL	
Registration Number:	1945583	7 IN 1 SMOKER	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2136207848		
Email:	iprecordations@whitecase.com		
Correspondent Name:	Justine Lu/White & Case LLP		

CH \$315.00 90082493

Address Line 1: 555 South Flower Street, 2700
Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER: 1785638-0069-S216

NAME OF SUBMITTER: Justine Lu

SIGNATURE: /Justine Lu/

DATE SIGNED: 12/29/2020

Total Attachments: 3

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of December 29, 2020, by MASTERBUILT MANUFACTURING, LLC, a Delaware limited liability company (the "Grantor"), in favor of BMO HARRIS BANK N.A., in its capacity as Administrative Agent for itself and the other Secured Creditors (together with its successors and 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 Pledge and Security Agreement, dated August 14, 2018 (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 Secured Creditors (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 Secured Creditors, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

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.

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.

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.

MASTERBUILT MANUFACTURING, LLC

By: Jon Schwartz
Name: Jonathan E. Schwartz
Title: Vice President & Secretary

Trademark Security Agreement

**TRADEMARK
REEL: 007167 FRAME: 0482**

SCHEDULE A TO TRADEMARK SECURITY AGREEMENT

Owner	Trademark	App. No.	App. Date	Reg. No.	Reg. Date
MASTERBUILT MANUFACTURING, LLC	GRAVITY SERIES	90082493	30-JUL-2020	N/A	N/A
MASTERBUILT MANUFACTURING, LLC	JM	87460900	23-MAY-2017	N/A	N/A
MASTERBUILT MANUFACTURING, LLC	JM MASTERBUILT EST. 1973	87460988	23-MAY-2017	N/A	N/A
MASTERBUILT MANUFACTURING, LLC	THERMOTEMP	87417319	19-APR-2017	5345533	28-NOV-2017
MASTERBUILT MANUFACTURING, LLC	SMOKE TRONIX	86584168	01-APR-2015	4989827	28-JUN-2016
MASTERBUILT MANUFACTURING, LLC	SMOKE CHEF	86408478	29-SEP-2014	4787428	04-AUG-2015
MASTERBUILT MANUFACTURING, LLC	MASTERBUILT	86069507	19-SEP-2013	4824713	06-OCT-2015
MASTERBUILT MANUFACTURING, LLC	DADGUM THAT'S GOOD	85975042	31-MAR-2010	3915244	01-FEB-2011
MASTERBUILT MANUFACTURING, LLC	LAPPERS	78760159	23-NOV-2005	3277615	07-AUG-2007
MASTERBUILT MANUFACTURING, LLC	SMOKE HOLLOW	78519921	19-NOV-2004	3149798	26-SEP-2006
MASTERBUILT MANUFACTURING, LLC	HITCH HAUL	76511619	17-APR-2003	2812802	10-FEB-2004
MASTERBUILT MANUFACTURING, LLC	7 IN 1 SMOKER	74620707	12-JAN-1995	1945583	02-JAN-1996
MASTERBUILT MANUFACTURING, LLC	GRAVITY SERIES	90082493	30-JUL-2020	N/A	N/A