

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM627133

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
W W Wood, Inc.		02/18/2021	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	COMERICA BANK, AS AGENT		
Street Address:	39200 Six Mile Road		
Internal Address:	MC 7578		
City:	Livonia		
State/Country:	MICHIGAN		
Postal Code:	48152		
Entity Type:	a Texas banking association: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3940199	WESTERN	
CORRESPONDENCE DATA			
Fax Number:	7349302494		
<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:	7349302488		
Email:	ipfilings@bodmanlaw.com		
Correspondent Name:	Susan M. Kornfield - Bodman PLC		
Address Line 1:	201 South Division, Suite 400		
Address Line 4:	Ann Arbor, MICHIGAN 48104		
NAME OF SUBMITTER:	Susan M. Kornfield		
SIGNATURE:	/susan m. kornfield/		
DATE SIGNED:	02/19/2021		
Total Attachments: 4			
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OP \$40.00 3940199

CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS (this “Confirmatory Grant”) is made effective as of February 18, 2021, by and from the grantor party hereto (the “Grantor”), to and in favor of COMERICA BANK (the “Secured Party”) for itself and as administrative agent for the Lenders (as defined in the Credit Agreement referenced below).

WHEREAS, Duraflame, Inc., a California corporation (the “Borrower”), the lenders party thereto (the “Lenders”), and the Secured Party are parties to that certain Revolving Credit and Term Loan Agreement dated September 30, 2019 (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”) pursuant to which the Lenders agree, among other things, to extend to the Borrower certain credit accommodations.

WHEREAS, the Grantor has granted security interests to the Secured Party under the Security Agreement Supplement, dated as of the date hereof (“Supplement”) by and among Grantor, Secured Party and Duraflame, Inc., a California corporation (“Borrower”), which supplements that certain Security Agreement dated September 30, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”) by and among Secured Party, Borrower, Cowboy Charcoal, LLC, a Kentucky limited liability company (“Cowboy Charcoal”), Duraflame East, LLC, a Kentucky limited liability company (“East”), Going Up, LLC, a California limited liability company (“Going Up”), Lift Foods, LLC, a Texas limited liability company (“Lift Foods”), TFP Holdings, LLC, a Missouri limited liability company (“TFP Holdings” together with Cowboy Charcoal, East, Going Up, and Lift Foods, the “Guarantors”);

WHEREAS, the Grantor owns the Trademarks (as defined in the Security Agreement) listed on Exhibit A, which are registered or applied for with the United States Patent and Trademark Office; and

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to the Secured Party under the Supplement and the Security Agreement. The rights and remedies of the Secured Party with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Supplement, the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. If any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

- 1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement.
- 2) The Security Interest.
 - (a) This Confirmatory Grant is made to secure the performance and payment

of (i) all the Secured Obligations (as defined in the Security Agreement) and (ii) all of the obligations and liabilities of the Guarantors (as defined in the Guaranty) under that certain Guaranty dated September 30, 2019 (as the same may be amended, restated, modified or supplemented from time to time “Guaranty”) by and among Secured Party, Borrower and Guarantors. Upon the payment in full of all Secured Obligations (other than contingent indemnification obligations), the Secured Party shall promptly, upon such satisfaction, execute, acknowledge, and deliver to the Grantor (at the Grantor’s expense) all reasonably requested instruments releasing the security interest in the Trademarks acquired under this Confirmatory Grant.

(b) The Grantor hereby grants to the Secured Party a security interest in all of the Trademarks set forth in Exhibit A now owned or from time to time after the date hereof owned or acquired by the Grantor;

(c) Unless and until an Event of Default occurs and is continuing beyond any applicable cure periods, the Grantor shall retain the legal and equitable title to the Trademarks, and shall have the right to use and register the Trademarks in the ordinary course of the business of the Grantor.

(d) Notwithstanding the foregoing, this Confirmatory Grant will not relate to or affect Grantor’s trademark applications based on intent-to-use trademarks – which may be identified in Exhibit A – until after such time as a verified amendment to allege use or statement of use is filed and accepted by the U.S. Patent and Trademark Office for such trademark applications and the marks are actually used in commerce.

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IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant of Security Interest in Trademarks effective as of the date first written above.

W W WOOD, INC., as a Grantor

By: 

Name: Joe Martucci

Title: Chief Financial Officer

Signature page of Confirmatory Grant of Security Interest in Trademarks
(16492000)

TRADEMARK
REEL: 007197 FRAME: 0751

CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

Exhibit A – SCHEDULE OF TRADEMARKS

Registered Trademark

Mark	App. No.	Filing Date	Reg. No.	Reg. Date
WESTERN	85/048377	5/26/10	3,940,199	4/5/11

Unregistered Trademarks

- (flavor) BBQ SMOKING CHIPS
- (flavor) BBQ COOKING CHUNKS
- (FLAVOR) BBQ MINI LOGS
- Leaders of the BBQ Culture
- The Flavor is in the Smoke