

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM636287

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
DGDG Management, LLC		04/01/2021	Limited Liability Company:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BMO Harris Bank N.A.		
<b>Street Address:</b>	111 West Monroe Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4826610	DGDG	
<b>Registration Number:</b>	4862320	NO BRAINER PRICE	
<b>Registration Number:</b>	4862318	NO BRAINER GUARANTEE	
<b>Registration Number:</b>	4862319	NO BRAINER DEAL	
<b>Registration Number:</b>	5978923	PROJECT 100	
<b>Registration Number:</b>	5446367	BE HAPPY DGDG.COM DEL GRANDE DEALER GROU	
<b>Serial Number:</b>	90119591	NO BRAINER CHECKOUT	
<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>	240-392-0017		
<b>Email:</b>	requests@independencelegalsupport.com		
<b>Correspondent Name:</b>	Elspeth Callahan		
<b>Address Line 1:</b>	PO Box 1807		
<b>Address Line 4:</b>	Greenbelt, MARYLAND 20768		
<b>NAME OF SUBMITTER:</b>	Melanie A. Fagan		
<b>SIGNATURE:</b>	/Melanie A. Fagan/		
<b>DATE SIGNED:</b>	04/01/2021		

OP \$190.00 4826610

**Total Attachments: 6**

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**TRADEMARK COLLATERAL AGREEMENT**

This 1st day of April, 2021, DGDG MANAGEMENT, LLC, a California limited liability company (“*Debtor*”), with its principal place of business and mailing address at 911 Capitol Expressway Auto Mall, San Jose, California 95136, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, collaterally assigns, mortgages and pledges to BMO HARRIS BANK N.A. (“*BMO*”), with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, acting as administrative agent hereunder for the Secured Creditors (as defined in the Security Agreement referred to below), and its successors and assigns (BMO acting as such administrative agent and any successor(s) or assign(s) to BMO acting in such capacity being hereinafter referred to as the “*Administrative Agent*”), and grants to the Administrative Agent for the benefit of the Secured Creditors, a continuing security interest in the following property:

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Secured Obligations (as defined in the Security Agreement) of Debtor as set out in that certain Security Agreement dated as of April 1, 2021, among Debtor, certain affiliates of the Debtor party thereto and Administrative Agent, as the same may be amended, supplemented, modified, or restated from time to time (the “*Security Agreement*”).


Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Administrative Agent of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as “*Intent-to-Use Applications*”), but rather, if and so long as Debtor’s Intent-to-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Administrative Agent on such Intent-to-Use Application as collateral security for the Secured Obligations. When a Statement of Use is filed and accepted by the United States Patent and Trademark Office, then that application shall cease to be partly exempted from this Trademark Collateral Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Administrative Agent with respect to the collateral assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

DGDG MANAGEMENT, LLC

By  \_\_\_\_\_

Name: Shaun Del Grande

Title: Chief Executive Officer and Secretary

Accepted and agreed to as of the date and year last above written.

BMO HARRIS BANK N.A., as Administrative Agent

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

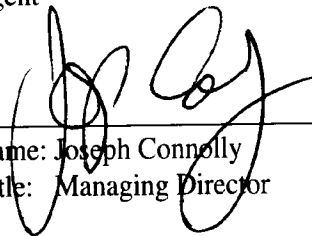
IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

DGDG MANAGEMENT, LLC

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

Accepted and agreed to as of the date and year last above written.

BMO HARRIS BANK N.A., as Administrative  
Agent

By  \_\_\_\_\_  
Name: Joseph Connolly  
Title: Managing Director

[Signature Page to Trademark Collateral Agreement]

**TRADEMARK**  
**REEL: 007247 FRAME: 0652**

**SCHEDULE A  
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS  
AND TRADEMARK APPLICATIONS**

<b>Debtor</b>	<b>Trademark</b>	<b>Registration Number / Serial Number</b>	<b>Registration Date / Application Date</b>
DGDG Management, LLC	DGDG	4826610	October 6, 2015
DGDG Management, LLC	NO BRAINER PRICE	4862320	December 1, 2015
DGDG Management, LLC	NO BRAINER GUARANTEE	4862318	December 1, 2015
DGDG Management, LLC	NO BRAINER DEAL	4862319	December 1, 2015
DGDG Management, LLC	PROJECT 100	5978923	February 4, 2020
DGDG Management, LLC	BE HAPPY DGDG.COM DEL GRANDE DEALER GROUP	5446367	April 17, 2018
DGDG Management, LLC	NO BRAINER CHECKOUT	90119591	August 17, 2020

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

DGDG Management, LLC

- Individual(s)
- Partnership
- Corporation- State: \_\_\_\_\_
- Other limited liability company
- Association
- Limited Partnership

Citizenship (see guidelines) California

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) April 1, 2021

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: BMO Harris Bank N.A.

Street Address: 111 West Monroe Street

City: Chicago

State: Illinois

Country: USA Zip: 60603

- Individual(s) Citizenship \_\_\_\_\_
- National Association Citizenship USA
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) \_\_\_\_\_ Text \_\_\_\_\_

B. Trademark Registration No.(s) \_\_\_\_\_

See Exhibit A attached hereto

Additional sheet(s) attached?  Yes  No

**C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):**

See Exhibit attached hereto

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Melanie A. Fagan

Internal Address: Chapman and Cutler LLP

Street Address: 111 West Monroe Street

City: Chicago

State: IL Zip: 60603

Phone Number: 312-845-3405

Docket Number: 4344644

Email Address: mfagan@chapman.com

**6. Total number of applications and registrations involved:**

7

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ \_\_\_\_\_**

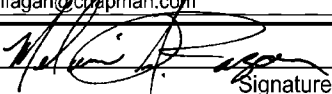
- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

  
Signature

April 1, 2021

Date

Melanie A. Fagan, Paralegal

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450