

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM645724

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|---|-------------------------------------|---------------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Comag Marketing Group, LLC | | 05/07/2021 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Encina Business Credit, LLC | | |
| Street Address: | 123 N. Wacker Drive | | |
| Internal Address: | Suite 2400 | | |
| City: | Chicago | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60606 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 6117403 | COMAG MARKETING GROUP | |
| Registration Number: | 6117405 | CMG COMAG MARKETING GROUP | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 6172484000 | | |
| <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: | 617-248-5000 | | |
| Email: | tmadmin@choate.com | | |
| Correspondent Name: | Sara M. Bauer | | |
| Address Line 1: | Two International Place | | |
| Address Line 2: | Choate, Hall & Stewart LLP | | |
| Address Line 4: | Boston, MASSACHUSETTS 02110 | | |
| ATTORNEY DOCKET NUMBER: | 2013013-0008 | | |
| NAME OF SUBMITTER: | Sara M. Bauer | | |
| SIGNATURE: | /sara bauer/ | | |
| DATE SIGNED: | 05/11/2021 | | |
| Total Attachments: 5 | | | |
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**NOTICE OF GRANT OF SECURITY INTEREST IN
TRADEMARKS**

May 7, 2021

NOTICE OF SECURITY INTERESTS IN TRADEMARKS dated as of May 7, 2021 (this "Trademark Security Agreement"), made by Comag Marketing Group, LLC, a Delaware limited liability company (the "Grantor"), in favor of Encina Business Credit, LLC, in its capacity as agent for certain lenders (the "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 annexed Schedule 1, 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 Loan and Security Agreement, dated May 7, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), in favor of the Grantee;

WHEREAS, pursuant to the Loan Agreement, the Grantor has granted to the Grantee for the benefit of the lenders a continuing security interest in all right, title and interest of such Grantor in, to and under the Trademarks, together with, among other things, the good-will 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 (except for "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, for which an amendment to allege use or a statement of use has not been filed under Sections 1(c) and 1(d) of Lanham Act, respectively, or, if filed, has not been deemed in conformance with Section 1(a) of the Lanham Act or examined and accepted by the United States Patent and Trademark Office) (the "Collateral"), to secure the payment, performance and observance of the Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

1. Terms. Capitalized terms used in this Trademark Security Agreement and not otherwise defined herein have the meanings specified in the Loan Agreement.
2. Grant of Security Interest. The Grantor does hereby pledge unto the Grantee and grants to the Grantee for the benefit of the lenders a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations. 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 Loan Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.
3. Security for Obligations. The grant of a security interest in the Collateral by the Grantor under this Trademark Security Agreement is made to secure the payment or performance, as the case may be, in full of the Obligations.
4. Recordation. The Grantor hereby requests and authorizes the United States Patent and Trademark Office to record this Trademark Security Agreement against the Collateral.

5. Counterparts. This Trademark Security Agreement 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 Trademark Security Agreement by facsimile or other electronic transmission (including .pdf file) shall be as effective as delivery of a manually signed original.

6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED THEREIN WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES. FURTHER, THE LAW OF THE STATE OF NEW YORK SHALL APPLY TO ALL DISPUTES OR CONTROVERSIES ARISING OUT OF OR CONNECTED TO OR WITH THIS GRANT OF SECURITY INTEREST IN TRADEMARKS WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES.

[Signature pages follow]

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 written above.

GRANTOR:

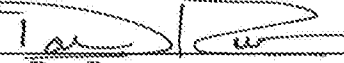
Comag Marketing Group LLC

DocuSigned by:

By 
Name: David Parry
Title: President & CEO

GRANTEE:

Encina Business Credit, LLC

By 

Name: Dan Ross

Title: Authorized Signatory

SCHEDULE 1

U.S. Trademark Registrations

| Owner | Trademark | Registration Number | Registration Date |
|----------------------------|---------------------------|---------------------|-------------------|
| Comag Marketing Group, LLC | COMAG MARKETING GROUP | 6117403 | 4-Aug-20 |
| Comag Marketing Group, LLC | CMG COMAG MARKETING GROUP | 6117405 | 04-Aug-20 |