

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM655114

<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>
G&G Distribution, Inc.		06/21/2021	Corporation: ARIZONA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Golub Capital LLC, as Administrative Agent		
<b>Street Address:</b>	100 South Wacker Drive		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6184568	ANGELS GROOMING APPAREL	
<b>Registration Number:</b>	5384799	GROOMERSPRO	
<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>	2023704750		
<b>Email:</b>	ipteam@cogencyglobal.com		
<b>Correspondent Name:</b>	Jennifer Tindie		
<b>Address Line 1:</b>	1025 Connecticut Ave., NW, Suite 712		
<b>Address Line 2:</b>	COGENY GLOBAL INC.		
<b>Address Line 4:</b>	Washington, D.C. 20036		
<b>ATTORNEY DOCKET NUMBER:</b>	1408786		
<b>NAME OF SUBMITTER:</b>	Rick Harrison		
<b>SIGNATURE:</b>	/Rick Harrison/		
<b>DATE SIGNED:</b>	06/21/2021		
<b>Total Attachments: 5</b>			
source=#94687674v1 - (Trademark Security Agt - sent)#page2.tif			
source=#94687674v1 - (Trademark Security Agt - sent)#page3.tif			
source=#94687674v1 - (Trademark Security Agt - sent)#page4.tif			

OP \$65.00 6184568

source=#94687674v1 - (Trademark Security Agt - sent)#page5.tif

source=#94687674v1 - (Trademark Security Agt - sent)#page6.tif

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of June 21, 2021, (the "Trademark Security Agreement"), is made by G&G DISTRIBUTION, INC., an Arizona corporation (the "Grantor"), in favor of GOLUB CAPITAL LLC ("Golub Capital LLC"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

## WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of November 14, 2017 (as amended by (i) that certain First Amendment to Credit Agreement, dated as of March 12, 2018, (ii) that certain Second Amendment to Credit Agreement, dated as of December 5, 2018, (iii) that certain Third Amendment to Credit Agreement, dated as of March 8, 2019, (iv) that certain Fourth Amendment and Waiver to Credit Agreement, dated as of December 23, 2019, (v) that certain Fifth Amendment to Credit Agreement, dated as of February 27, 2020, (vi) that certain Sixth Amendment to Credit Agreement, dated as of November 5, 2020 and (vii) that certain Seventh Amendment to Credit Agreement, dated as of May 28, 2021, and as the same may be further amended, amended and restated, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among NEXUS BRANDS GROUP, INC., a Delaware corporation ("Nexus Borrower"), the Grantor (together with Nexus Borrower, the "US Borrowers" and each, a "US Borrower"), BLADE ACQUISITION LIMITED, a company incorporated under the laws of England and Wales (the "Blade Borrower"), SETTER ACQUISITION LIMITED, a company incorporated under the laws of England and Wales ("Seacoya Borrower" and, together with Blade Borrower, the "UK Borrowers" and each, a "UK Borrower" and, collectively with the US Borrowers, the "Borrowers" and each, a "Borrower"), NBG INTERMEDIATE HOLDING CORP., a Delaware corporation ("Holdings"), NBG-P INTERMEDIATE HOLDING CORP., a Delaware corporation ("G&G Holdings" and, together with Holdings, the "Holding Companies" and each, a "Holding Company"), the other Credit Parties from time to time party thereto, the Administrative Agent and Golub Capital LLC, as Revolver Agent for itself and the other Revolving Lenders and as L/C Issuer, and the Lenders from time to time party thereto, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date with Credit Agreement in favor of the Administrative Agent (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrowers; and

WHEREAS, the Grantor is a party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agents to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, the Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (for the avoidance of doubt, no Lien or security interest is granted hereunder on any Excluded Property) (the "Trademark Collateral"):

(a) all of its Trademarks (other than any "intent to use" Trademark applications for which a statement of use has not been filed and accepted with the U.S. Patent and Trademark Office (but only until such statement is filed and accepted with the U.S. Patent and Trademark Office)), including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, but subject to the terms of the Guaranty and Security Agreement, the Grantor shall assume full and complete responsibility for the

prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5.      Termination. This Trademark Security Agreement shall terminate and the Lien on the security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations (other than contingent indemnity obligations to the extent no claims giving rise thereto have been asserted) and cash collateralization of Letters of Credit. Upon the termination of this Trademark Security Agreement, the Administrative Agent shall execute all documents, make all filings, and take all other actions reasonably requested by the Grantor to evidence and record the release of the Lien on and security interests in the Trademark Collateral granted herein.

Section 6.      Counterparts. 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission or by Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.


Section 7.      Governing Law. The laws of the State of New York shall govern all matters arising out of, in connection with or relating to this Trademark Security Agreement, including its validity, interpretation, construction, performance and enforcement (including any claims sounding in contract or tort law arising out of the subject matter hereof and any determinations with respect to post-judgment interest).

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

G&G Distribution, Inc., as Grantor

By:   
Name: Dean Rossi  
Title: Chief Financial Officer, Secretary and  
Treasurer

ACCEPTED AND AGREED  
as of the date first above written:

GOLUB CAPITAL LLC,  
as Administrative Agent

By:   
Name: Marc C. Robinson  
Title: Senior Managing Director

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Trademark	Jurisdiction	Registration Number	Registration Date
ANGELS GROOMING APPAREL	United States	6184568	October 27, 2020
GROOMERS PRO	United States	5384799	January 23, 2018

2. TRADEMARK APPLICATIONS

None.