

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM663131

<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>
HMI Buying Group, LLC		07/27/2021	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Deerpath Fund Services, LLC, as Agent		
<b>Street Address:</b>	405 Lexington Avenue, 53rd Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10174		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86476606	CLUBZERO	
<b>Serial Number:</b>	86338434	CLUB ZERO	
<b>Serial Number:</b>	86919116	REDTRAYNETWORK	
<b>Serial Number:</b>	86919114	RED TRAY NETWORK	
<b>Serial Number:</b>	85051380	IDRAFTS	
<b>Serial Number:</b>	85053921	REDTRAY	
<b>Serial Number:</b>	85053449	RED TRAY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7132266397		
<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>	713-226-6000		
<b>Email:</b>	TMMail@porterhedges.com		
<b>Correspondent Name:</b>	Jonathan Pierce		
<b>Address Line 1:</b>	P.O. Box 4744		
<b>Address Line 4:</b>	Houston, TEXAS 77210-4744		
<b>NAME OF SUBMITTER:</b>	Jonathan Pierce		
<b>SIGNATURE:</b>	/jmp/		
<b>DATE SIGNED:</b>	07/28/2021		

CH \$190.00 86476606

**Total Attachments: 4**

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**GRANT OF A SECURITY INTEREST—TRADEMARKS**

This Trademark Security Agreement (this “Trademark Security Agreement”) is made as of July 27, 2021, by HMI BUYING GROUP, LLC, A DELAWARE LIMITED LIABILITY COMPANY (“Grantor”), in favor of DEERPATH FUND SERVICES, LLC, in its capacity as Administrative Agent for itself and the other Lender Parties (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 July 27, 2021 (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 Lender Parties (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 for the benefit of the Lender Parties, 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 any electronic means shall be equally effective as delivery of an original executed counterpart.

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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.

HMI BUYING GROUP, LLC

By: 

Name: John Martin

Title: Chief Financial Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT (HMI BUYING GROUP, LLC)]

**TRADEMARK**  
**REEL: 007367 FRAME: 0103**

**SCHEDULE A  
TO GRANT OF A SECURITY INTEREST**

**Trademark Registrations**

<b>Reg. No.</b>	<b>Reg. Date</b>	<b>Trademark</b>	<b>Design/Logo</b>	<b>Trademark Owner</b>
4825569	2015-10-06	<b>CO CLUBZERO and Design</b>		HMI Buying Group, LLC
4703158	2015-03-17	<b>CLUB ZERO</b>		HMI Buying Group, LLC
5058432	2016-10-11	<b>REDTRAYNETWORK and Design</b>		HMI Buying Group, LLC
5144713	2017-02-21	<b>RED TRAY NETWORK</b>		HMI Buying Group, LLC
3952844	2011-04-26	<b>IDRAFTS</b>		HMI Buying Group, LLC
3904358	2011-01-11	<b>REDTRAY and Design</b>		HMI Buying Group, LLC
3904355	2011-01-11	<b>RED TRAY</b>		HMI Buying Group, LLC