

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM667299

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TEAM INTERNATIONAL GROUP OF AMERICA, INC.		08/06/2021	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	CITIBANK, N.A.		
Street Address:	388 Greenwich Street		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10013		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Registration Number:	6092650	THE MAXX	
Registration Number:	6092649	MAXX	
Registration Number:	6070644	BARTISTA	
Registration Number:	5783379	HAUS	
Registration Number:	5442806	KALORIK	
Registration Number:	5656519	CALORIC	
Registration Number:	5454630	HAUS	
Registration Number:	5355696	BEAU	
Registration Number:	5097048	HAUS	
Registration Number:	5052084	KALORIK	
Serial Number:	90836730	AIR BLADE	
Serial Number:	90603980	MIGHTY PAN	
Serial Number:	90040214	COBRA	
Serial Number:	90316083	CHOP 21	
Serial Number:	90316036	CHOP 21	
Serial Number:	90703977	SMOKELESS SEAR	
Serial Number:	90107097	HUVI	
Serial Number:	88958652	KALORIK	
Serial Number:	88982387	KALORIK	
TRADEMARK			

CH \$540.00 6092650

Property Type	Number	Word Mark
Serial Number:	88478660	TASTEMATE
Serial Number:	88729203	OMNICOOKER

CORRESPONDENCE DATA

Fax Number:

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.

Email: kansley@blankrome.com

Correspondent Name: Kareem Ansley

Address Line 1: 717 Texas Avenue

Address Line 2: Suite 1400

Address Line 4: Houston, TEXAS 77002

ATTORNEY DOCKET NUMBER:	024228-21000
NAME OF SUBMITTER:	Kareem Ansley
SIGNATURE:	/Kareem Ansley/
DATE SIGNED:	08/12/2021

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 6th day of August, 2021, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”), and **CITIBANK, N.A.**, a national banking association (“Citibank”), acting not individually but as agent on behalf of, and for the benefit of, the Lenders and all other Secured Parties (in such capacity, together with its successors and assigns, if any, in such capacity, herein called the “Agent”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain **CREDIT AGREEMENT**, dated as of August 6, 2021, among (i) TEAM INTERNATIONAL GROUP OF AMERICA, INC., a Florida corporation (“Team International”), and those additional Persons that are joined as a party thereto as borrowers by executing the form of joinder attached thereto (each, a “Borrower” and individually and collectively, jointly and severally, the “Borrowers”), (ii) each of the Guarantors party thereto, (iii) each of the lenders identified as a “Lender” on Annex A attached thereto (together with each of its respective successors and assigns, if any, and any Additional Lenders, each a “Lender” and, collectively, the “Lenders”), and (iv) Agent, the Lenders have agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the Secured Parties are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of each Secured Party, that certain Guaranty and Security Agreement, dated as of August 6, 2021 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Guaranty and Security Agreement”); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of each Secured Party, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, mutatis mutandis.

GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit of each Secured Party, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent or the other Secured Parties, or any of them, whether or not they are unenforceable or not allowable due to the occurrence of any Insolvency Event involving any Grantor.

SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of each Secured Party, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

GOVERNING LAW AND JURISDICTION AND JURY TRIAL WAIVER. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING GOVERNING LAW AND JURISDICTION AND JURY TRIAL WAIVER SET FORTH

IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

TEAM INTERNATIONAL GROUP OF AMERICA, INC., a Florida corporation

By: 

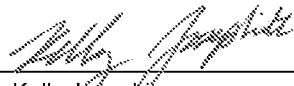
Name: Daniel Murad

Title: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

CITIBANK, N.A., a national banking association

By: 
Name: Kelly Josephite
Title: Authorized Signatory

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	Serial No.	App/Reg Date
Team International Group of America, Inc.	USA	AIR BLADE	N/A	90836730	19-Jul-21
Team International Group of America, Inc.	USA	MIGHTY PAN	N/A	90603980	25-Mar-21
Team International Group of America, Inc.	USA	COBRA	N/A	90040214	20-Oct-20
Team International Group of America, Inc.	USA	CHOP 21	N/A	90316083	12-Nov-20
Team International Group of America, Inc.	USA	CHOP 21	N/A	90316036	12-Nov-20
Team International Group of America, Inc.	USA	SMOKELESS SEAR	N/A	90703977	5-Nov-21
Team International Group of America, Inc.	USA	HUVI	N/A	90107097	11-Aug-20
Team International Group of America, Inc.	USA	KALORIK	N/A	88958652	20-Oct-20
Team International Group of America, Inc.	USA	KALORIK	N/A	88982387	10-Jun-20
Team International Group of America, Inc.	USA	TASTEMATE	N/A	88478660	18-Jun-19

Team International Group of America, Inc.	USA	THE MAXX	6092650	88646813	8-Oct-19
Team International Group of America, Inc.	USA	MAXX	6092649	88646790	8-Oct-19
Team International Group of America, Inc.	USA	BARTISTA	6070644	88382095	11-Apr-19
Team International Group of America, Inc.	USA	OMNICOOKER	N/A	88729203	16-Dec-19
Team International Group of America, Inc.	USA	HAUS	5783379	87980853	22-Aug-17
Team International Group of America, Inc.	USA	KALORIK	5442806	87579050	22-Aug-17
Team International Group of America, Inc.	USA	CALORIC	5656519	87401661	6-Apr-17
Team International Group of America, Inc.	USA	HAUS	5454630	87333215	13-Feb-17
Team International Group of America, Inc.	USA	BEAU	5355696	86905845	12-Feb-16
Team International Group of America, Inc.	USA	HAUS	5097048	86849741	15-Dec-15
Team International Group of America, Inc.	USA	KALORIK	5052084	85664850	28-Jun-12
Team International Group of America, Inc.	USA	KALORIK	3382035	79014218	24-Jun-05

Trade Names

None.

Common Law Trademarks

None.

Trademarks Not Currently In Use

None.

Trademark Licenses

None.