

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM674145

| | | | |
|---|-----------------------------------|----------------------------|---------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Sullivan, Incorporated | | 09/02/2021 | Corporation: SOUTH DAKOTA |
| RECEIVING PARTY DATA | | | |
| Name: | The Huntington National Bank | | |
| Street Address: | 222 N. LaSalle Street, Suite 1200 | | |
| City: | Chicago | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60601 | | |
| Entity Type: | National Bank: UNITED STATES | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5988736 | SULLIVANS FRESH CUT | |
| Registration Number: | 5580281 | HOME BEGINS HERE | |
| Registration Number: | 5037676 | SULLIVANS HOME BEGINS HERE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| <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> | | | |
| Email: | jbleskin@schiffhardin.com | | |
| Correspondent Name: | Schiff Hardin LLP | | |
| Address Line 1: | 233 S. Wacker Drive, Suite 7100 | | |
| Address Line 2: | Jennifer Bleskin | | |
| Address Line 4: | Chicago, ILLINOIS 60606 | | |
| NAME OF SUBMITTER: | Jennifer Bleskin | | |
| SIGNATURE: | /s/ Jennifer Bleskin | | |
| DATE SIGNED: | 09/13/2021 | | |
| Total Attachments: 5 | | | |
| source=Trademark Security Agreement - Sullivan#page1.tif | | | |
| source=Trademark Security Agreement - Sullivan#page2.tif | | | |
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| source=Trademark Security Agreement - Sullivan#page4.tif | | | |

OP \$90.00 5988736

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of September 2, 2021, is made by Sullivan, Incorporated, a South Dakota corporation (the “Company”), in favor of The Huntington National Bank (successor by merger to TCF National Bank) (“Lender”).

RECITALS

WHEREAS, the Company, the other Obligors party thereto and Lender are parties to a Credit Agreement dated as of September 24, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”; terms defined in the Credit Agreement which are used herein shall have the same meanings as are set forth in the Credit Agreement for such terms unless otherwise defined herein), pursuant to which Lender has agreed to make certain loans and other extensions of credit to the Company and certain of such other Obligors;

WHEREAS, (a) the Company and Lender are parties to a Patent, Copyright, License and Trademark Security Agreement dated as of September 24, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”), and (b) the Company, the other Obligors party thereto and Lender are parties to an Amended and Restated Security Agreement dated as of September 2, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”); and

WHEREAS, pursuant to the terms of the IP Security Agreement and the Security Agreement, the Company has granted to Lender a security interest in substantially all the assets of the Company, including all right, title and interest of the Company in, to and under all now existing and hereafter arising service marks, trademarks, trademark or service mark registrations, trademark or service mark applications, domain names and trade names, and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world, to secure the complete and timely satisfaction of all of the Liabilities;

NOW, THEREFORE, in consideration of the mutual agreements set forth herein and in the Credit Agreement, to secure the complete and timely satisfaction of all of the Liabilities, the Company hereby grants to the Lender a security interest in and to all of the Company’s right, title and interest in, to and under all of the following, whether now existing or hereafter arising:

- (1) all service marks, trademarks, trademark or service mark registrations, trademark or service mark applications, domain names and trade names including, without limitation, the registered and applied-for trademarks and service marks listed on Schedule 1 attached hereto and made a part hereof, and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future

infringements thereof, and (d) all rights corresponding thereto throughout the world (all the foregoing service marks, trademarks, registrations, applications and trade names, together with the items described in clauses (a) through (d), inclusive, with respect thereto in which the Company now or hereafter has any right, title or interest are sometimes hereinafter and/or collectively referred to as the "Marks");

- (2) all of the Company's rights and obligations pursuant to its license agreements with any other Person or Persons with respect to any Marks, whether the Company is a licensor or licensee under any such license agreements, and, subject to the terms of such licenses, the right to prepare for sale, sell and advertise for sale, all Inventory now or hereafter owned by the Company and now or hereafter covered by such licenses; and
- (3) the goodwill of the Company's business connected with and symbolized by the Marks (items 1 through 3 being herein collectively referred to as the "Trademark Collateral");

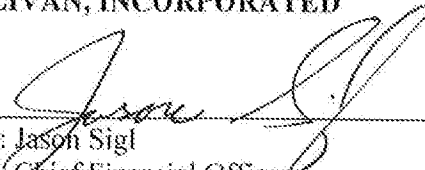
Each of the Company and Lender hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the IP Security Agreement and the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS AND NOT THE CONFLICTS OF LAW PROVISIONS OF THE STATE OF ILLINOIS.

[signature page follows]

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

SULLIVAN, INCORPORATED

By: 
Name: Jason Sigl
Title: Chief Financial Officer

Acknowledged and agreed to:

THE HUNTINGTON NATIONAL BANK

By: _____
Name: Thomas Karle
Title: Senior Vice President

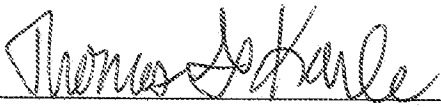
IN WITNESS WHEREOF, the Company has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

SULLIVAN, INCORPORATED

By: _____
Name: _____
Title: _____

Acknowledged and agreed to:

THE HUNTINGTON NATIONAL BANK

By: 
Name: Thomas Karle
Title: Senior Vice President

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

| Owner | Countries | Reg. Number | App. Number | Reg. Date | Mark |
|----------------|------------------|--------------------|---------------------------|----------------------|----------------------------------|
| Sullivan, Inc. | USA | 3,936,566 | 77/941,406 | March 29, 2011 | SULLIVANS Class 28 |
| Sullivan, Inc. | USA | 3,976,447 | 77/928,920 | June 14, 2011 | SULLIVANS Class 35 |
| Sullivan, Inc. | USA | 3,942,853 | 77/941,115 | April 12, 2011 | SULLIVANS Class 21 |
| Sullivan, Inc. | USA | 3,949,872 | 77/941,248 | April 26, 2011 | SULLIVANS Class 26 |
| Sullivan, Inc. | USA | 5,988,736 | 88/512,222 | February 18, 2020 | SULLIVANS FRESH CUT |
| Sullivan, Inc. | USA | 5,580,281 | 87/821,706 | October 9, 2018 | HOME BEGINS HERE |
| Sullivan, Inc. | USA | 5,037,676 | 86/679,050 | September 6, 2016 | SULLIVANS HOME BEGINS HERE |
| Sullivan, Inc. | Canada | — | 2104883 (WIPO 1590003) | March 2, 2021 | SULLIVANS |
| Sullivan, Inc. | WIPO | 1 590 003 | 806/144239030 1 | March 2, 2021 | Sullivans |