

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM674337

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
John Staurulakis, LLC		08/31/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Texas Capital Bank, National Association		
Street Address:	2000 McKinney Ave., Suite 700		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5818999	JSI	
CORRESPONDENCE DATA			
Fax Number:	6123408827		
<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:	612.492.6842		
Email:	ip.docket@dorsey.com		
Correspondent Name:	Jeffrey R. Cadwell		
Address Line 1:	Dorsey & Whitney LLP		
Address Line 2:	50 South Sixth Street, Suite 1500		
Address Line 4:	Minneapolis, MINNESOTA 55402-1498		
ATTORNEY DOCKET NUMBER:	504041-00020		
NAME OF SUBMITTER:	Jeffrey R. Cadwell		
SIGNATURE:	/Jeffrey R. Cadwell/		
DATE SIGNED:	09/14/2021		
Total Attachments: 7			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified and in effect from time to time, this “Trademark Security Agreement”) is made this August 31, 2021, by JOHN STAURULAKIS, LLC, a Delaware limited liability company (“Debtor”), in favor of TEXAS CAPITAL BANK, NATIONAL ASSOCIATION, a national banking association, as administrative agent for the Lenders (as defined in the Credit Agreement, as defined below) (in such capacity, together with its successors and assigns in such capacity, “Administrative Agent”).

RECITALS:

WHEREAS, pursuant to that certain (a) Credit Agreement dated as of August 03, 2018 by and among Debtor, SG JSI Holdings, LLC, a Delaware limited liability company (“Holdings”), the other Loan Parties (as defined therein) from time to time party thereto, the Guarantors party thereto from time to time, Administrative Agent and the Lenders party thereto from time to time (such Credit Agreement, as may be amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), Lenders have agreed to make loans, advances and extensions of credit from time to time to or for the benefit of Debtor pursuant to the terms and conditions thereof, and (b) that certain Security Agreement dated as of August 03, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”) by and among Debtor, Holdings, the other Grantors (as defined therein) from time to time party thereto, and Administrative Agent, the Grantor along with the other Grantors (as defined therein) agreed to grant a security interest in the Collateral (as defined therein) as set forth therein pursuant to the terms and conditions thereof;

WHEREAS, pursuant to the terms of the Security Agreement, Debtor has granted to Administrative Agent a security interest in, among other collateral security, all right, title and interest of Debtor in, to and under all now owned and hereafter acquired Trademarks (as defined herein) and all Licenses (as defined herein) held by Debtor together with the goodwill of the business symbolized by the Trademarks of Debtor and all proceeds thereof, to secure the payment of all Obligations; and

WHEREAS, in order to induce Lenders to continue to make loans and extend credit to Debtor under the Credit Agreement, Debtor has agreed to execute and deliver to Administrative Agent 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, Debtor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Credit Agreement, as applicable. The following terms will have the following definitions:

“Licenses” means all licenses, contracts or other agreements, whether written or oral, naming Debtor as licensor or licensee and providing for the grant of any right concerning any

Trademark, together with any good will connected with and symbolized by any such trademark licenses, contracts or agreements and the right to prepare for sale or lease and sell or lease any and all Goods now or hereafter owned by Debtor and now or hereafter covered by such licenses (including, without limitation, all Licenses described in Schedule I hereto).

“Trademarks” means all domestic and foreign trademarks, service marks, collective marks, certification marks, trade names, business names, d/b/a’s, internet domain names, trade styles, designs, logos and other source or business identifiers and all General Intangibles of like nature, now or hereafter owned, adopted, acquired or used by Debtor (including, without limitation, all domestic and foreign trademarks, service marks, collective marks, certification marks, trade names, business names, d/b/a’s, internet domain names, trade styles, designs logos and other source or business identifiers described in Schedule I hereto), all applications, registrations and recordings thereof (including without limitation, applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof, but excluding “intent-to-use” trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise, but only to the extent the granting of a security interest in such “intent-to-use” such trademarks may impair the validity of enforceability of such intent-to-use trademarks under applicable Law), and all reissues, extensions or renewals thereof, together with all goodwill of the business symbolized by such marks and all customer lists, formulae and other Books and Records of Debtor relating to the distribution of products and services in connection with which any of such marks are used.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Debtor hereby grants to Administrative Agent, for the benefit of the Lenders, a continuing security interest in all of Debtor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “Trademark Collateral”):

(a) all of its Trademarks and Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;

(c) all reissues, continuations or extensions of the foregoing;

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

(e) all products and proceeds of the foregoing, including any claim by Debtor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any License. Notwithstanding the foregoing, the term “Trademark Collateral” shall not include any Excluded Property, and no Lien or security interest is hereby granted on any Excluded Property; provided that if and when any Property

shall cease to be Excluded Property, a Lien on and security in such Property shall be deemed granted therein.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secures the payment and performance of all Obligations. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Debtor to the Lenders, whether or not they are unenforceable or not allowable due to the existence of any bankruptcy or insolvency proceeding involving Debtor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Administrative Agent, for the benefit of the Lenders, pursuant to the Security Agreement. Debtor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the 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 Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If Debtor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Debtor shall give prompt notice in writing to Administrative Agent with respect to any such new trademarks or renewal or extension of any trademark registration to the extent and in the manner provided in the Credit Agreement and the Security Agreement. Without limiting Debtor's obligations under this Section 5, Debtor hereby authorizes Administrative Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of the Debtor. 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 Administrative Agent's continuing security interest in all collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. The words "execution," "signed," "signature," and words of like import in this Trademark Security Agreement shall be deemed to include electronic signatures or electronic records, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. **CONSTRUCTION.** Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms “includes” and “including” are not limiting, and the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or.” The words “hereof,” “herein,” “hereby,” “hereunder,” and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms hereof) of all Obligations other than contingent indemnification obligations. Any reference herein to any Person shall be construed to include such Person’s successors and assigns.

8. **SECTIONS 11.12 AND 11.18 OF THE CREDIT AGREEMENT. THE TERMS OF SECTIONS 11.12 AND 11.18 OF THE CREDIT AGREEMENT WITH RESPECT TO GOVERNING LAW, SUBMISSION TO JURISDICTION, VENUE, SERVICE OF PROCESS AND WAIVER OF JURY TRIAL ARE INCORPORATED HEREIN BY REFERENCE *MUTATIS MUTANDIS*, AND THE PARTIES HERETO AGREE TO SUCH TERMS.**

9. **LOAN DOCUMENT.** This Trademark Security Agreement is a Loan Document for all purposes under the Credit Agreement.

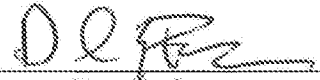
10. **FINAL AGREEMENT. THIS TRADEMARK SECURITY AGREEMENT REPRESENTS THE FINAL AGREEMENT WITH RESPECT TO GUARANTEED OBLIGATIONS BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS BETWEEN THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.**

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

DEBTOR:


JOHN STAURULAKIS, LLC,
a Delaware limited liability company

By: 
Name: Dan Freiman
Title: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:


ADMINISTRATIVE AGENT:

TEXAS CAPITAL BANK, NATIONAL
ASSOCIATION

By: 
Name: COLIN PIERCE
Title: SENIOR VICE PRESIDENT

SCHEDULE I

Trademarks:

Mark	Country	Owner	Reg. No.	Reg. Date
JSI Service Mark 	USA	John Staurulakis, LLC	5,818,999	06/30/2019

Licenses:

None.