

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM675423

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BOLAY IP LLC		09/10/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	SYNOVUS BANK		
Doing Business As:			
Street Address:	1148 BROADWAY		
City:	COLUMBUS		
State/Country:	GEORGIA		
Postal Code:	31901		
Entity Type:	Corporation: GEORGIA		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Serial Number:	87167771	BOLAY. SO FRESH. SO BOLD.	
Serial Number:	87167794	BOLAY	
Serial Number:	87841656	BOLAY SO FRESH. SO BOLD.	
Serial Number:	88808415	BOLAY ALL DAY	
Serial Number:	86806815	BOLAY	
Serial Number:	90597368	BOLAY FRESH BOLD KITCHEN	
Serial Number:	90605816	BOLAY FRESH BOLD KITCHEN	
Serial Number:	90631537	BOLAY FRESH BOLD KITCHEN	
Serial Number:	90804087	FAST LANE	
CORRESPONDENCE DATA			
Fax Number:	9547669937		
<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:	9547669930		
Email:	dh@angelolaw.com		
Correspondent Name:	Thomas P. Angelo, Esq.		
Address Line 1:	515 East Las Olas Boulevard		
Address Line 2:	Suite 850		

OP \$240.00 87167771

Address Line 4: Fort Lauderdale, FLORIDA 33301

NAME OF SUBMITTER: Thomas P. Angelo, Esq.

SIGNATURE: /TPA/

DATE SIGNED: 09/20/2021

Total Attachments: 3

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of September 10, 2021, by BOLAY IP LLC, a Delaware limited liability company (the "Grantor"), in favor of SYNOVUS BANK, as successor by merger with FLORIDA COMMUNITY BANK, N.A. (the "Lender").

RECITALS

A. G2 INTERNATIONAL, LLC, a Florida limited liability company and BOLAY ENTERPRISES, LLC, a Delaware limited liability company (collectively, the "Borrower") have entered into that certain Amended and Restated Loan Agreement dated as of even date herewith (as may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") with the Lender, pursuant to which the Lender has agreed to make a modify and increase that certain revolving line of credit to Borrower in the maximum principal amount of TWENTY MILLION AND NO/100 DOLLARS (\$20,000,000.00) (the "Loan"), as evidenced by that certain Second Amended and Restated Revolving Promissory Note dated as of even date herewith, from Borrower in favor of Lender in the maximum principal amount of TWENTY MILLION AND NO/100 DOLLARS (\$20,000,000.00) (as the same may be amended, restated, modified or replaced from time to time, the "Note").

B. As additional security for the Note, Grantor is executing and delivering to Lender that certain Guaranty of Payment and Performance dated as of even date herewith (as the same may be amended or modified from time to time, the "Guaranty"), which Guaranty is secured by this Agreement.

C. In connection therewith, Grantor and Lender are entering into this Agreement to secure the payment of all amounts owing by the Borrower under the Note, the Loan Agreement and the other Loan Documents.

In consideration of the mutual agreements set forth herein and in the Loan Agreement, the Grantor does hereby grant to the Lender, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 attached hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 attached hereto, together with all goodwill associated therewith; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 attached hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 attached hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral").

The Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Documents, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Loan Agreement.

[CONTINUES ON THE FOLLOWING PAGE]

The Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

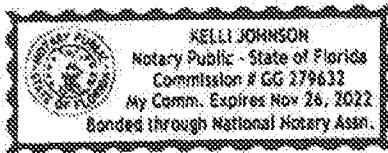
GRANTOR:

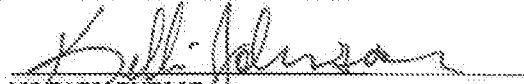
BOLAY IP LLC, a Delaware limited liability company

By: 
Christopher T. Gannon, Chief Executive Officer

STATE OF FLORIDA)
)SS:
COUNTY OF Palm Beach)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 9th day of September, 2021, by Christopher T. Gannon, as Chief Executive Officer of BOLAY IP LLC, a Delaware limited liability company, on behalf of and as an act of the company, who is personally known to me or has produced a _____ as identification, and took an oath.




NOTARY PUBLIC
Print Name: Kelli Johnson
My Commission Expires: Nov 26, 2022

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Mark	Type	Serial Number	Registration Number	Date of Filing	Date of Registration
BOLAY, SO FRESH, SO BOLD.	Service Mark	87167771	5332894	9/12/2016	11/14/2017
BOLAY	Service Mark	87167794	5332895	9/12/2016	11/14/2017
BOLAY SO FRESH, SO BOLD	Service Mark	87841656	5678103	3/20/2018	2/19/2019
BOLAY ALL DAY	Service Mark	88808415	6147089	2/24/2020	9/8/2020
BOLAY	Service Mark	86806815	5056122	11/2/2015	10/2/2016
BOLAY FRESH BOLD KITCHEN	Service Mark	90597368		3/23/2021	
BOLAY FRESH BOLD KITCHEN	Service Mark	90605816		3/26/2021	
BOLAY FRESH BOLD KITCHEN	Service Mark	90631537		4/8/2021	
FAST LANE	Service Mark	90804087		6/30/2021	