

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM678694

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Slice, Inc.		10/01/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Barings Finance LLC		
Street Address:	300 South Tryon St., Suite 2500		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28202		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	2871007	ISLICE	
Registration Number:	3546001	NO MORE SCISSORS!	
Registration Number:	4091274	SLICE	
Registration Number:	4070896	SLICE	
Registration Number:	3604685	FINGER FRIENDLY	
Registration Number:	4115371	SLICE	
Registration Number:	3613751	SLICE	
Registration Number:	4169473	SLICE	
Registration Number:	5066078	SAFER THAN METAL BLADES	
Registration Number:	5246994	SMARTY	
Registration Number:	5048392	SLICE	
Registration Number:	5252631		
Registration Number:	5097238	ERGO-PULL	
Registration Number:	5494059	CERAMIC SAFETY BLADE	
Registration Number:	5298508	CERAMIC BLADE TECHNOLOGY	
Registration Number:	5470834	WHAT CUTS YOU: THE HANDLE OR THE BLADE?	
Registration Number:	5760878	SLICE	
Registration Number:	5624217	SURESCRAPE	
Registration Number:	6323369	SUPER-SAFE	

CH \$490.00 2871007

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.

Phone: 415-591-1000
Email: TrademarksSF@winston.com
Correspondent Name: Laura M. Franco
Address Line 1: 101 California Street
Address Line 4: San Francisco, CALIFORNIA 94111

NAME OF SUBMITTER:	Laura M. Franco
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SIGNATURE:	/Laura M. Franco/
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DATE SIGNED:	10/04/2021
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Total Attachments: 10

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this “Agreement”), dated as of October 1, 2021, is made by Slice, Inc., a Delaware corporation (“Grantor”), in favor of BARINGS FINANCE LLC, as Agent for the ratable benefit of the Lenders (in such capacity, together with its successors and assigns in such capacity, “Agent”).

Grantor has executed and delivered a Joinder, dated of even date herewith, to that certain Guarantee and Collateral Agreement, dated December 16, 2020, with and in favor of Agent for the ratable benefit of the Lenders (as amended, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”). Grantor has pledged and granted to Agent a continuing security interest in all Intellectual Property, including the Trademarks.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Grantor agrees, for the benefit of Agent, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement have the meanings provided or provided by reference in the Guarantee and Collateral Agreement or Credit Agreement referred to therein.

2. Grant of Security Interest. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby pledges and grants to Agent a continuing security interest in, all of the Grantor’s right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

(a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

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

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding anything to the contrary herein, the Trademark Collateral shall not include, and no security interest shall be deemed granted in, any “intent to use” Trademark application for which a statement of use has not been filed and accepted (but only until such statement is filed and accepted).

3. Purpose. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to Agent in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof (which are incorporated by reference herein as if fully set forth herein). The Guarantee and Collateral Agreement (and all rights and remedies of Agent thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

5. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same original.

6. Governing Law. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

[signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

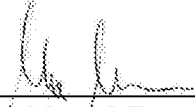
SLICE, INC., as Grantor

By: 

Name: Mark Marinovich

Title: President

BARINGS FINANCE LLC,
as Agent


By:  _____
Name: Max McEwen
Title: Managing Director


SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT
Trademark Registrations and Applications

Record Owner	Trademark	Application No.	Registration No.	Application Date	Registration Date	Country
Slice, Inc. (Delaware Corp.) 17819 Gillette Avenue Irvine California 92614	ISLICE		2871007	February 27, 2003	August 10, 2004	United States (Federal)
Slice, Inc. (Delaware Corp.) 17819 Gillette Avenue Irvine California 92614	NO MORE SCISSORS!		3546001	October 30, 2007	December 16, 2008	United States (Federal)
Slice, Inc. (Delaware Corp.) 17819 Gillette Avenue Irvine California 92614	SLICE		4091274	May 1, 2008	January 24, 2012	United States (Federal)

Record Owner	Trademark	Application No.	Registration No.	Application Date	Registration Date	Country
Slice, Inc. (Delaware Corp.) 17819 Gillette Avenue Irvine California 92614	SLICE		4070896	May 9, 2008	December 13, 2011	United States (Federal)
Slice, Inc. (Delaware Corp.) 17819 Gillette Avenue Irvine California 92614	FINGER FRIENDLY		3604685	June 9, 2008	April 7, 2009	United States (Federal)
Slice, Inc. (Delaware Corp.) 17819 Gillette Avenue Irvine California 92614	SLICE		4115371	October 26, 2009	March 20, 2012	United States (Federal)
Slice, Inc. (Delaware Corp.) 17819 Gillette Avenue Irvine California 92614	SLICE		3613751	December 13, 2006	April 28, 2009	United States (Federal)

Record Owner	Trademark	Application No.	Registration No.	Application Date	Registration Date	Country
Slice, Inc. (Delaware Corp.) 17819 Gillette Avenue Irvine California 92614	SLICE	76493298	4169473	August 10, 2011	July 3, 2012	United States (Federal)
Slice, Inc. (Delaware Corp.) 17819 Gillette Avenue Irvine California 92614	SAFER THAN METAL BLADES	77317443	5066078	July 27, 2015	October 18, 2016	United States (Federal)
Slice, Inc. (Delaware Corp.) 17819 Gillette Avenue Irvine California 92614	SMARTY	77462640	5246994	September 14, 2015	July 18, 2017	United States (Federal)
Slice, Inc. (Delaware Corp.) 17819 Gillette Avenue Irvine California 92614	SLICE	77471033	5048392	December 30, 2015	September 27, 2016	United States (Federal)

Record Owner	Trademark	Application No.	Registration No.	Application Date	Registration Date	Country
Slice, Inc. (Delaware Corp.) 17819 Gillette Avenue Irvine California 92614		77494574	5252631	January 13, 2016	July 25, 2017	United States (Federal)
Slice, Inc. (Delaware Corp.) 17819 Gillette Avenue Irvine California 92614	ERGO-PULL	77857531	5097238	February 24, 2016	December 6, 2016	United States (Federal)
Slice, Inc. (Delaware Corp.) 17819 Gillette Avenue Irvine California 92614	CERAMIC SAFETY BLADE	77975311	5494059	October 10, 2016	June 12, 2018	United States (Federal)
Slice, Inc. (Delaware Corp.) 17819 Gillette Avenue Irvine California 92614	CERAMIC BLADE TECHNOLOGY	85394957	5298508	November 22, 2016	September 26, 2017	United States (Federal)

Record Owner	Trademark	Application No.	Registration No.	Application Date	Registration Date	Country
Slice, Inc. (Delaware Corp.) 17819 Gillette Avenue Irvine California 92614	WHAT CUTS YOU, THE HANDLE OR THE BLADE?	86705274	5470834	March 7, 2017	May 15, 2018	United States (Federal)
Slice, Inc. (Delaware Corp.) 17819 Gillette Avenue Irvine California 92614		86755791	5760878	April 30, 2018	May 28, 2019	United States (Federal)
Slice, Inc. (Delaware Corp.) 17819 Gillette Avenue Irvine California 92614	SURESCRAPE	86861625	5624217	March 1, 2018	December 4, 2018	United States (Federal)
Slice, Inc. (Delaware Corp.) 17819 Gillette Avenue Irvine California 92614	SUPER-SAFE	86874296	6,323,369	October 29, 2019	April 13, 2021	United States (Federal)

Record Owner	Trademark	Application No.	Registration No.	Application Date	Registration Date	Country
Slice, Inc. (Delaware Corp.) 17819 Gillette Avenue Irvine California 92614	SLICE	88699828	PENDING -- ALLOWED	November 20, 2019	PENDING - ALLOWED	United States (Federal)

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TRADEMARK

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RECORDED: 10/04/2021