

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM681419

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
COWELL INTERNATIONAL INC.		10/15/2021	Corporation: UTAH
NORTH ATLANTIC IMPORTS, LLC		10/15/2021	Limited Liability Company: UTAH

RECEIVING PARTY DATA

Name:	White Oak Global Advisors, LLC
Street Address:	3 Embarcadero Center, Suite 550
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94111
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	6342965	FLEXFOLD
Registration Number:	6206153	BLACKSTONE
Registration Number:	5956564	BLACKSTONE
Registration Number:	5449608	BLACKSTONE
Registration Number:	5449609	
Registration Number:	5628498	
Registration Number:	5392289	BLACKSTONE
Registration Number:	4960620	RINGTONS
Registration Number:	3724005	2STONE
Registration Number:	3625306	BLACKSTONE
Serial Number:	90127695	FORNOTECA
Serial Number:	88810661	ADVENTURE READY
Serial Number:	88947952	2STONE
Serial Number:	88810681	COOK ANYTHING, ANYTIME, ANYWHERE
Serial Number:	88811394	PRO SERIES BY BLACKSTONE
Serial Number:	88812106	IRON FORGED
Serial Number:	88285100	GRIDDLE MORE BLACKSTONE

OP \$465.00 6342965

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	87754204	BLACKSTONE

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: 2023704750
Email: ipteam@cogencyglobal.com
Correspondent Name: Jennifer Tindie
Address Line 1: 1025 Connecticut Ave., NW, Suite 712
Address Line 2: COGENY GLOBAL INC.
Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER:	1499757
NAME OF SUBMITTER:	John Kline
SIGNATURE:	/John Kline/
DATE SIGNED:	10/15/2021

Total Attachments: 8

source=WO_North Atlantic - Trademark Security Agreement [Executed](109812185_1)#page1.tif
source=WO_North Atlantic - Trademark Security Agreement [Executed](109812185_1)#page2.tif
source=WO_North Atlantic - Trademark Security Agreement [Executed](109812185_1)#page3.tif
source=WO_North Atlantic - Trademark Security Agreement [Executed](109812185_1)#page4.tif
source=WO_North Atlantic - Trademark Security Agreement [Executed](109812185_1)#page5.tif
source=WO_North Atlantic - Trademark Security Agreement [Executed](109812185_1)#page6.tif
source=WO_North Atlantic - Trademark Security Agreement [Executed](109812185_1)#page7.tif
source=WO_North Atlantic - Trademark Security Agreement [Executed](109812185_1)#page8.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 15th day of October, 2021, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”), and **WHITE OAK GLOBAL ADVISORS, LLC**, a Delaware limited liability company, as Administrative Agent.

WITNESSETH:

WHEREAS, pursuant to that certain Loan Agreement dated as of October 15, 2021 (as amended, restated, supplemented, or otherwise modified from time to time, the “Loan Agreement”), by and among Holdings, as a Guarantor, **NORTH ATLANTIC IMPORTS, LLC**, a Utah limited liability company (“North Atlantic” or “Borrower”), the several financial institutions from time to time party thereto as Lenders, and Administrative Agent, the Lending Parties have agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, the Lending Parties are willing to make the financial accommodations to Borrower as provided for in the Loan Agreement and the other Loan Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to Administrative Agent, for the benefit of the Lending Parties, that certain Guaranty and Security Agreement, dated as of October 15, 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 Administrative Agent, for the benefit of the Lending Parties, 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 Loan 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*.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. Each Grantor hereby unconditionally grants, assigns, and pledges to Administrative Agent, for the benefit of each of the Lending Parties, 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”):

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

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

(c) 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;

provided that Trademark Collateral shall not include any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law; provided, further, that upon submission and acceptance by the PTO of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Collateral.

3. 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 Administrative Agent, the other Lending Parties, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Administrative Agent, for the benefit of the Lending Parties, pursuant to the Guaranty and Security Agreement. Each Grantor 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 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.

5. 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 Administrative 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 Administrative 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 Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. 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. Execution of any such counterpart may be by means of (a) an electronic signature that complies with the federal Electronic Signatures in Global and National Commerce Act, as in effect from time to time, state enactments of the Uniform Electronic Transactions Act, as in effect from time to time, or any other relevant and applicable electronic signatures law; (b) an original manual signature; or (c) a faxed, scanned, or photocopied manual signature. Each electronic signature or faxed, scanned, or photocopied manual signature shall for all purposes have the same validity, legal effect, and admissibility in evidence as an

original manual signature. Administrative Agent reserves the right, in its discretion, to accept, deny, or condition acceptance of any electronic signature on this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by faxed, scanned or photocopied manual signature shall also deliver an original manually executed counterpart, but the failure to deliver an original manually executed counterpart shall not affect the validity, enforceability and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

8. TERMINATION. This Trademark Security Agreement and the Security Interest in the Trademark Collateral granted hereby shall terminate in accordance with the terms of the Guaranty and Security Agreement.

[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:

COWELL INTERNATIONAL INC.,
a Utah corporation

By: _____
Name: Yao-Chun (Shawn) Lee
Title: Authorized Officer

NORTH ATLANTIC IMPORTS, LLC,
a Utah limited liability company

By: _____
Name: Roger G. Dable
Title: Chief Executive Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

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:

COWELL INTERNATIONAL INC.,
a Utah corporation

By: _____
Name: Yao Chun (Shawn) Lee
Title: Authorized Officer

NORTH ATLANTIC IMPORTS, LLC,
a Utah limited liability company

By: 
Name: Roger G. Dahle
Title: Chief Executive Officer

ADMINISTRATIVE AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

WHITE OAK GLOBAL ADVISORS, LLC,
a Delaware limited liability company

By: 

Name: Barbara J.S. McKee

Title: Managing Partner

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
North Atlantic Imports, LLC	United States	FLEXFOLD	6342965	04-MAY-2021
North Atlantic Imports, LLC	United States		6206153	24-NOV-2020
North Atlantic Imports, LLC	United States		5956564	07-JAN-2020
North Atlantic Imports, LLC	United States		5449608	17-APR-2018
North Atlantic Imports, LLC	United States		5449609	17-APR-2018
North Atlantic Imports, LLC	United States		5628498	11-DEC-2018
North Atlantic Imports, LLC	United States	BLACKSTONE	5392289	30-JAN-2018
North Atlantic Imports, LLC	United States	RINGTONS	4960620	17-MAY-2016
North Atlantic Imports, LLC	United States	2STONE	3724005	08-DEC-2009
North Atlantic Imports, LLC	United States	BLACKSTONE	3625306	26-MAY-2009
North Atlantic Imports, LLC	United States	FORNOTECA	90127695	20-AUG-2020

North Atlantic Imports, LLC	United States	ADVENTURE READY	88810661	26-FEB-2020
North Atlantic Imports, LLC	United States	2STONE	88947952	04-JUN-2020
North Atlantic Imports, LLC	United States	COOK ANYTHING, ANYTIME, ANYWHERE	88810681	26-FEB-2020
North Atlantic Imports, LLC	United States		88811394	26-FEB-2020
North Atlantic Imports, LLC	United States	IRON FORGED	88812106	26-FEB-2020
North Atlantic Imports, LLC	United States		88285100	31-JAN-2019
North Atlantic Imports, LLC	United States		87754204	12-JAN-2018

Trade Names

None.

Common Law Trademarks

None.

Trademarks Not Currently In Use

None.

Trademark Licenses

None.