

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM683724

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GABRIEL BROTHERS, INC.		10/25/2021	Corporation: WEST VIRGINIA
RECEIVING PARTY DATA			
Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION, as Collateral Agent		
Street Address:	125 High Street,		
Internal Address:	Suite 1100		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	National Banking Association: D.C.		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5498065	UNBELIEVABLE! REWARDS	
Registration Number:	5727236	G	
Registration Number:	5987751	UNBELIEVABLE FINDS. UNBEATABLE PRICES.	
Registration Number:	6249388	GABE'S FIND YOUR DEAL.	
CORRESPONDENCE DATA			
Fax Number:	2122305199		
<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:	212-318-6518		
Email:	terrenceboyle@paulhastings.com		
Correspondent Name:	Terrence G. Boyle		
Address Line 1:	c/o Paul Hastings LLP		
Address Line 2:	200 Park Avenue		
Address Line 4:	New York, NEW YORK 10166		
ATTORNEY DOCKET NUMBER:	90031.00024		
NAME OF SUBMITTER:	Terrence G. Boyle		
SIGNATURE:	/s/ Terrence G. Boyle		
DATE SIGNED:	10/26/2021		

CH \$115.00 5498065

Total Attachments: 5

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ABL TRADEMARK SECURITY AGREEMENT, dated as of October 25, 2021 (this “Agreement”), between GABRIEL BROTHERS, INC. (the “Grantor”) and WELLS FARGO BANK, NATIONAL ASSOCIATION, as collateral agent (in such capacity, together with its successors and assigns, the “Collateral Agent”).

Reference is made to (a) the ABL Credit Agreement dated as of January 31, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Mountaineer Holdings Corporation, a Delaware corporation (“Initial Holdings”), Mountaineer Merger Corporation, a Delaware corporation (the “Parent Borrower”), the Restricted Subsidiaries of the Parent Borrower from time to time party thereto as Additional Borrowers (together with the Parent Borrower, each, a “Borrower” and collectively, the “Borrowers”), the Lenders party thereto from time to time and Wells Fargo Bank, National Association, as Administrative Agent, and (b) the Collateral Agreement dated of January 31, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among Initial Holdings, the Parent Borrower, the other borrowers from time to time party thereto, the other Grantors from time to time party thereto and the Collateral Agent. The Lenders and the LC Issuers have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Borrowers and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the LC Issuers to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, the Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under the Trademarks owned by such Grantor, whether now owned or hereafter acquired or arising and wherever located, including those listed on Schedule I attached hereto (the “Trademark Collateral”). This Agreement is not to be construed as an assignment of any trademark or trademark application. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a “Statement of Use” and issuance of a “Certificate of Registration” pursuant to Section 1(d) of the Lanham Act or an accepted filing of an “Amendment to Allege Use” whereby such intent-to-use trademark application is converted to a “use in commerce” application pursuant to Section 1(c) of the Lanham Act.

SECTION 3. Collateral Agreement and ABL Intercreditor Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In

the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern. Notwithstanding anything herein to the contrary, (i) the Liens and security interests granted to the Collateral Agent for the benefit of the Secured Parties pursuant to the Collateral Agreement and (ii) the exercise of any right or remedy by the Collateral Agent thereunder or the application of proceeds (including insurance proceeds and condemnation proceeds) of any Collateral, are subject to the provisions of the ABL Intercreditor Agreement. In the event of any conflict between the terms of the ABL Intercreditor Agreement and the terms of the Collateral Agreement, the terms of the ABL Intercreditor Agreement shall govern.

SECTION 4. Termination. Subject to Section 5.13 of the Collateral Agreement, upon the Termination Date, the security interest granted herein shall terminate and the Collateral Agent shall execute, acknowledge, and deliver to the Grantors all instruments in writing in recordable form to evidence and release the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

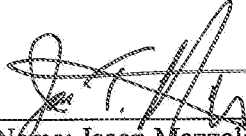
SECTION 6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

SECTION 7. Venue; Waiver of Jury Trial. Section 5.09(b) and (c) of the Collateral Agreement are incorporated by reference herein.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

GABRIEL BROTHERS, INC., as Grantor

By: 
Name: Jason Mazzola
Title: Chief Executive Officer and
President

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Collateral Agent

By: _____
Name:
Title:

[Signature Page to Trademark Security Agreement]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

GABRIEL BROTHERS, INC., as Grantor

By: _____
Name: Jason Mazzola
Title: Chief Executive Officer and
President

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Collateral Agent

By: T. Scoville
Name: Tamar Scoville
Title: Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007472 FRAME: 0495

Schedule I

TRADEMARKS

Owner	Registration Number	Mark
Gabriel Brothers, Inc.	5498065	UNBELIEVABLE! REWARDS
Gabriel Brothers, Inc.	5727236	
Gabriel Brothers, Inc.	5987751	UNBELIEVABLE FINDS. UNBEATABLE PRICES.
Gabriel Brothers, Inc.	6249388	

[Schedule I to ABL Trademark Security Agreement]