

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM685184

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Old World Spices & Seasonings, LLC		10/12/2021	Limited Liability Company: MISSOURI
Head Country, LLC		10/12/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Crescent Agency Services LLC, as Agent		
Street Address:	100 Federal Street, 31st Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	4847220	BBQ SPOT	
Registration Number:	4523382	BEER:30 MARINADE	
Registration Number:	4812327	GRILL LIKE A CHAMPION	
Registration Number:	5487335	JUST ADD FIRE	
Registration Number:	5498567	LET'S Q THIS	
Registration Number:	2467849	OLD WORLD FIRE ROASTED CREATIONS	
Registration Number:	1970733	OLD WORLD SPICES & SEASONINGS	
Registration Number:	4775062	OLD WORLD SPICES & SEASONINGS CHAMPIONSH	
Registration Number:	4537853	RUB SOME BUTT	
Registration Number:	5382197	TWIST'D Q	
Registration Number:	5247512	TWISTED Q	
Registration Number:	4708395	HEAD COUNTRY	
Registration Number:	4708397	ONE TASTE WILL HOOK YOU	
Registration Number:	4708396	TH	
CORRESPONDENCE DATA			
Fax Number:	6175269899		

CH \$365.00 4847220

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: 6175269628
Email: cslattery@proskauer.com
Correspondent Name: Christine Slattery
Address Line 1: Proskauer Rose LLP
Address Line 2: One International Place, 23rd Floor
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	22283.081
--------------------------------	-----------

NAME OF SUBMITTER:	Christine Slattery
---------------------------	--------------------

SIGNATURE:	/Christine Slattery/
-------------------	----------------------

DATE SIGNED:	11/02/2021
---------------------	------------

Total Attachments: 6

source=06 .OWS - Trademark Security Agreement (Executed)#page1.tif
source=06 .OWS - Trademark Security Agreement (Executed)#page2.tif
source=06 .OWS - Trademark Security Agreement (Executed)#page3.tif
source=06 .OWS - Trademark Security Agreement (Executed)#page4.tif
source=06 .OWS - Trademark Security Agreement (Executed)#page5.tif
source=06 .OWS - Trademark Security Agreement (Executed)#page6.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) made as of October 12, 2021, by and among OLD WORLD SPICES & SEASONINGS, LLC, a Missouri limited liability company (“**OWS**”) and HEAD COUNTRY, LLC, a Delaware limited liability company (“**Head Country**” and together with OWS, the “**Grantors**” and each individually, a “**Grantor**”), in favor of Crescent Agency Services LLC, in its capacity as Agent for the Lenders (each as defined in the Credit Agreement referenced below) (in such capacity, “**Grantee**”):

W I T N E S S E T H

WHEREAS, the Borrowers, Holdings, the financial institutions from time to time party thereto as Lenders and Grantee have entered into that certain Credit Agreement dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), pursuant to which Grantee and the Lenders have agreed, subject to the terms and conditions thereof, to make certain loans to, and other credit accommodations in favor of, the Grantors (collectively, the “**Loans**”).

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement dated as of the date hereof, by and among Grantee, Grantors and the other Loan Parties from time to time party thereto (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Guarantee and Collateral Agreement**”), Grantors have granted to Grantee, for the benefit of the Lenders, a security interest and lien upon substantially all assets of Grantor, including all right, title and interest of Grantors in, to and under all now owned and hereafter acquired Trademarks (as defined in the Guarantee and Collateral Agreement including registrations and applications therefor), together with the goodwill of the business symbolized by each of the Grantor’s Trademarks, and all products and proceeds thereof, to secure the payment and performance of the Obligations (as defined in the Credit Agreement).

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

1. Incorporation of Credit Agreement and Guarantee and Collateral Agreement. The representations and warranties contained in the Credit Agreement and the Guarantee and Collateral Agreement to the extent applicable to Grantor are hereby incorporated herein in their entirety by this reference thereto. Unless otherwise noted herein, all capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Guarantee and Collateral Agreement. In the event of a conflict between a provision of the Guarantee and Collateral Agreement and a provision of this Agreement, the provision of the Guarantee and Collateral Agreement shall control.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations (as defined in the Credit Agreement), Grantor hereby grants to Grantee, for the benefit of the Lenders, and hereby reaffirms its prior grant pursuant to the Guarantee and Collateral Agreement of, a continuing security interest in Grantor’s entire right, title and interest in and to the following (all of the following items or types of property being herein

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations (as defined in the Credit Agreement), Grantor hereby grants to Grantee, for the benefit of the Lenders, and hereby reaffirms its prior grant pursuant to the Guarantee and Collateral Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing or hereafter created, acquired or arising:

(a) each Trademark listed on Schedule A annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(b) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of each such Trademark, or (ii) injury to the goodwill associated with each such Trademark.

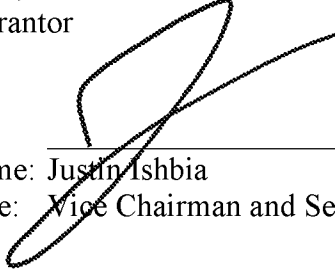
3. Intent-To-Use Trademarks. Notwithstanding the foregoing, and solely to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law, the Trademark Collateral shall not include any applications filed in the United States Patent and Trademark Office to register trademarks or service marks on the basis of any Grantor's "intent to use" such trademarks or service marks unless and until the filing of a "Statement of Use" or "Amendment to Allege Use" has been filed and accepted, whereupon such applications shall be automatically subject to the security interest granted herein.

4. Governing Law. This Agreement is made under and governed by the 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.

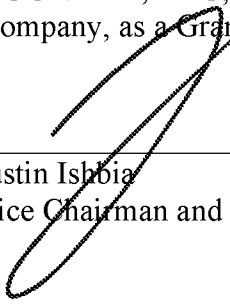
[Signature Page Follows]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

OLD WORLD SPICES & SEASONINGS, LLC, a Missouri limited liability company, as a Grantor

By: 
Name: Justin Ishbia
Title: Vice Chairman and Secretary

HEAD COUNTRY, LLC, a Delaware limited liability company, as a Grantor

By: 
Name: Justin Ishbia
Title: Vice Chairman and Secretary

Agreed and accepted as of
the date first written above:

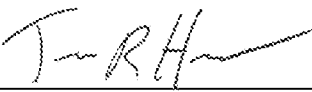
CRESCENT AGENCY SERVICES LLC

By: Crescent Capital Group LP, its Managing Member

By:  _____

Name: Hayes Olofson

Title: Managing Director

By:  _____




Name: Tom Hensel

Title: Vice President

SCHEDULE A

Trademark Registrations

United States Registered Trademarks:

Grantor	Trademark	Registration No.	Registration Date
Old World Spices & Seasonings, LLC	<u>BBQ SPOT</u> and Des 	4847220	November 3, 2015
Old World Spices & Seasonings, LLC	<u>BEER 30 MARINADE</u> and Des 	4523382	April 29, 2014
Old World Spices & Seasonings, LLC	<u>GRILL LIKE A CHAMPION</u>	4812327	September 15, 2015
Old World Spices & Seasonings, LLC	<u>JUST ADD FIRE</u>	5487335	June 5, 2018
Old World Spices & Seasonings, LLC	<u>LET'S Q THIS</u>	5498567	June 19, 2018
Old World Spices & Seasonings, LLC	<u>OLD WORLD FIRE ROASTED CREATIONS</u> and Des 	2467849	July 10, 2011
Old World Spices & Seasonings, LLC	<u>OLD WORLD SPICES & SEASONINGS</u>	1970733	April 30, 2016

Grantor	Trademark	Registration No.	Registration Date
Old World Spices & Seasonings, LLC	<u>OLD WORLD SPICES & SEASONINGS CHAMPIONSHIP BBQ</u> and Des 	4775062	July 21, 2015
Old World Spices & Seasonings, LLC	<u>RUB SOME BUTT</u>	4537853	May 27, 2014
Old World Spices & Seasonings, LLC	<u>TWISTD Q</u>	5382197	January 16, 2018
Old World Spices & Seasonings, LLC	<u>TWISTED Q</u>	5247512	July 18, 2017
Head Country, LLC	HEAD COUNTRY	4708395	March 24, 2015
Head Country, LLC	ONE TASTE WILL HOOK YOU	4708397	March 24, 2015
Head Country, LLC	TH (Stylized) 	4708396	March 24, 2015