

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM687564

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Modus Create, LLC		11/10/2021	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	The Governor and Company of the Bank of Ireland		
Street Address:	677 Washington Boulevard		
Internal Address:	Suite 500		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06901		
Entity Type:	Banking Corporation: IRELAND		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	90557887	MODUS	
Serial Number:	90557915		
CORRESPONDENCE DATA			
Fax Number:			
<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:	14155911000		
Email:	TrademarksCH@winston.com		
Correspondent Name:	Becky L. Troutman, Winston & Strawn LLP		
Address Line 1:	101 California Street		
Address Line 4:	San Francisco, CALIFORNIA 94111		
NAME OF SUBMITTER:	Becky L. Troutman		
SIGNATURE:	/Becky L. Troutman/ mp		
DATE SIGNED:	11/11/2021		
Total Attachments: 5			
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Trademark Security Agreement

TRADEMARK SECURITY AGREEMENT dated as of November 10, 2021 (this “**Agreement**”), among Modus Create, LLC, a Delaware limited liability company (the “**Grantor**”) and The Governor and Company of the Bank of Ireland, as Collateral Agent.

WHEREAS, Modus Create, LLC, a Delaware limited liability company (the “**Parent Borrower**”), MC Intermediate II, LLC, a Delaware limited liability company (“**Holdings**”), the Lenders party thereto, The Governor and Company of the Bank of Ireland, as Administrative Agent (together with its successors and assigns, the “**Administrative Agent**”), Collateral Agent and L/C Issuer, and the other parties from time to time party thereto have entered into the Credit Agreement dated as of November 10, 2021 (as amended, restated, amended and restated, extended, refinanced, replaced, supplemented or otherwise modified from time to time, the “**Credit Agreement**”). The Lenders have agreed to extend credit and the LC Issuer has agreed to issue Letters of Credit to the Parent Borrower subject to the terms and conditions set forth in the Credit Agreement conditioned upon, among other things, the execution and delivery of this Agreement.

WHEREAS, in connection with the Credit Agreement, the Grantor executed that Security Agreement (as amended, restated, amended and restated, extended, refinanced, replaced, supplemented or otherwise modified from time to time, the “**Security Agreement**”) dated as of November 10, 2021, among the Parent Borrower, Holdings, the other Subsidiary Parties named therein and The Governor and Company of the Bank of Ireland, as Collateral Agent (together with its successors and assigns, the “**Collateral Agent**”) pursuant to which the Grantor is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and in order to induce the Lenders to make the Loans under the Credit Agreement and to induce the issuance of the Letters of Credit under the Credit Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby makes covenants and agrees with the Collateral Agent for the benefit of the Secured Creditors as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.04 of the Credit 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, including the Guaranty, the Grantor, pursuant to the Security Agreement, hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Creditors, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (the “**USPTO**”) or any similar offices in any State of the United States, and all extensions or renewals thereof, including those listed on Schedule I,

(b) all goodwill of the business connected with the use thereof and symbolized thereby, together with

(c) any and all (i) proceeds, income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements, dilutions or other violations thereof, (ii) rights corresponding thereto throughout the world and (iii) rights to sue for past, present and future infringements, dilutions or other violations thereof.

Notwithstanding the foregoing, Trademark Collateral shall not include any Excluded Collateral.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the USPTO. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. 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 Security 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 Security Agreement, the terms of the Security Agreement shall govern.

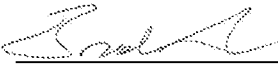
SECTION 4. Recordation. Grantor hereby authorizes and requests that the USPTO record this Agreement.

SECTION 5. Applicable Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 6. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which collectively shall be one and the same agreement.

[Remainder of page intentionally left blank; signature pages follow]

MODUS CREATE, LLC,
as the Grantor

By:  _____
Name: Brooks Powlen
Title: President

THE GOVERNOR AND COMPANY OF THE BANK OF
IRELAND,
as Collateral Agent

By: *Christopher Craley*
Name: Chris Craley
Title: Managing Director

By: *Ricardo Nunes*
Name: Ricardo Nunes
Title: Director

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007492 FRAME: 0502

Schedule I

United States Trademarks and Trademark Applications

Mark	Country	Record Owner	App. No.
MODUS mark	U.S.	Modus Create, LLC	90557887
Modus Logo	U.S.	Modus Create, LLC	90557915