

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM688632

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Heavenly Holidays Inc.		11/15/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	MUFG Union Bank, N.A.		
Street Address:	350 California Street, 19th Floor		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94104		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	6215547	HERITAGE BALSAM SPRUCE	
Registration Number:	6376069	KENNEDY FIR	
Registration Number:	4203847	REAL-FEEL	
Registration Number:	6095844	REAL-FEEL	
Registration Number:	4139243	THE WORLD'S FINEST ARTIFICIAL CHRISTMAS	
Registration Number:	4529428	THE WORLD'S FINEST CHRISTMAS TREES	
Registration Number:	4205119	TREE CLASSICS	
Registration Number:	4511361	TRUENATURE EVER SHAPE	
Registration Number:	4522542	TRUENATURE FOREST TIP	
Registration Number:	4160922	WORRY-FREE	
Serial Number:	88913663	CLASSIC FRASER FIR	
CORRESPONDENCE DATA			
Fax Number:	3125774565		
<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:	312-577-8265		
Email:	kristin.brozovic@katten.com		
Correspondent Name:	Kristin Brozovic c/o Katten		
Address Line 1:	525 W Monroe St		
Address Line 4:	Chicago, ILLINOIS 60661		

CH \$290.00 6215547

ATTORNEY DOCKET NUMBER:	343995-59
NAME OF SUBMITTER:	Kristin Brozovic
SIGNATURE:	/Kristin Brozovic/
DATE SIGNED:	11/17/2021
Total Attachments: 4 source=10. MUFG Balsam - Trademark Security Agreement draft (2021)#page1.tif source=10. MUFG Balsam - Trademark Security Agreement draft (2021)#page2.tif source=10. MUFG Balsam - Trademark Security Agreement draft (2021)#page3.tif source=10. MUFG Balsam - Trademark Security Agreement draft (2021)#page4.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT dated as of November 15, 2021 (as amended, restated, supplemented or otherwise modified from time to time, this “Agreement”), is made by HEAVENLY HOLIDAYS INC., a Delaware corporation (the “Grantor”), in favor of MUFG UNION BANK, N.A. (the “Lender”) as Lender under that certain Amended and Restated Business Loan Agreement dated as November 15, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “Loan Agreement”).

Reference is also made to that certain Security Agreement dated as of April 16, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), by the Grantor and the other parties thereto in favor of the Lender.

The Lender has agreed to extend credit to the Grantor subject to the terms and conditions set forth in the Loan Agreement. The obligations of the Lender to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantor will derive substantial benefit from the extension of credit pursuant to the Loan Agreement and is willing to execute and deliver this Agreement in order to induce the Lender to extend such credit.

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 Security Agreement or the Loan Agreement, as applicable.

SECTION 2. **Grant of Security Interest.** As security for the payment or performance, as the case may be, in full of the Obligations, Grantor, pursuant to the Security Agreement, did, and hereby does, grant to the Lender, its successors and assigns, a continuing security interest in, all of Grantor’s right, title or interest in or the trademarks and trademark applications set forth on Schedule I attached hereto (the “Trademark Collateral”).

Notwithstanding the foregoing, no security interest is granted in any “intent-to-use” applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the registrability, validity or enforceability of such applications under applicable federal law; provided that, at such time any such “intent-to-use” applications matures into an “actual use” application by the Grantor’s receipt of a written notification from the United States Patent and Trademark Office of its acceptance of either an “amendment to alleged use” or “statement of use,” such “intent-to-use” application shall immediately be included in the Trademark Collateral, and any security interest that would otherwise be granted herein shall attach immediately to such “actual use” application.

SECTION 3. **Security Agreement.** The security interests granted to the Lender herein are granted in furtherance, and not in limitation of, the security interests granted to the Lender pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Lender 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. ***Governing Law***. This Agreement shall be governed by and construed according to the laws of the State of California.

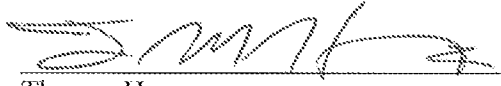
SECTION 5. ***Execution In Counterparts***. This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument. Any signature delivered by a party via facsimile or electronic transmission shall be deemed to be an original signature hereto.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement by its duly authorized representative as of the date first written above.

GRANTOR

HEAVENLY HOLIDAYS INC., a Delaware corporation

By: 
Name: Thomas Harman
Chief Executive Officer

Schedule 1 to Trademark Security Agreement
Mark owner: Heavenly Holidays Inc.

All applications and registrations noted below pertain to those made at the U.S. Patent & Trademark Office

TRADEMARK	APPL. NO.	APPL. DATE	REG. NO.	REG. DATE	INTERNATIONAL CLASS OF GOODS AND SERVICES
CLASSIC FRASER FIR	88913663	13-May-20	PENDING		IC 028
HERITAGE BALSAM SPRUCE	88913646	13-May-20	6215547	8-Dec-20	IC 028
KENNEDY FIR	88913631	13-May-20	6376069	8-Jun-21	IC 028
REAL-FEEL	85417428	8-Sep-11	4203847	4-Sep-12	IC 028
REAL-FEEL	88728670	16-Dec-19	6095844	7-Jul-20	IC 028
THE WORLD'S FINEST ARTIFICIAL CHRISTMAS TREES	85454191	24-Oct-11	4139243	8-May-12	IC 028
THE WORLD'S FINEST CHRISTMAS TREES	86080625	2-Oct-13	4529428	13-May-14	IC 028
TREE CLASSICS	85515723	13-Jan-12	4205119	11-Sep-12	IC 028
TRUENATURE EVER SHAPE	85618934	7-May-12	4511361	8-Apr-14	IC 028
TRUENATURE FOREST TIP	85618563	7-May-12	4522542	29-Apr-14	IC 028
WORRY-FREE	85452977	21-Oct-11	4160922	19-Jun-12	IC 028