

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM692111

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
WillowWood Global LLC		12/02/2021	Limited Liability Company: DELAWARE
WillowWood Global Holdings LLC		12/02/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Madison Capital Funding LLC, as Agent
Street Address:	227 West Monroe Street, Suite 5400
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 31

Property Type	Number	Word Mark
Serial Number:	90333317	ALPHA TRUSEAL
Serial Number:	90333320	KOA
Serial Number:	88401535	ALPHA CONTROL
Serial Number:	90315491	META
Serial Number:	75310075	ALPHA
Serial Number:	87569310	ALPHA BASIC
Serial Number:	86360194	ALPHA CLASSIC
Serial Number:	78685324	ALPHA DESIGN
Serial Number:	87225458	ALPHA DUO
Serial Number:	86360204	ALPHA HYBRID
Serial Number:	86360213	ALPHA SILICONE
Serial Number:	86360181	ALPHA SMARTTEMP
Serial Number:	73767497	CARBON COPY II
Serial Number:	87884242	DURALITE
Serial Number:	87884244	DURAWALK
Serial Number:	76340187	EARTHWALK
Serial Number:	76228506	FREE THE BODY...FREE THE SPIRIT

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	88125234	FUSION
Serial Number:	78416693	IMPULSE
Serial Number:	90232478	KOA
Serial Number:	77558619	LIMBLOGIC
Serial Number:	78416701	OHIO WILLOW WOOD
Serial Number:	78416710	OMEGA
Serial Number:	76018625	PATHFINDER
Serial Number:	86360222	SELECT
Serial Number:	78416706	TRACER
Serial Number:	85356926	WILLOWWOOD
Serial Number:	85356929	WILLOWWOOD
Serial Number:	87225388	WILLOWWOOD 1 ONE
Serial Number:	86693579	WILLOWWOOD ONE
Serial Number:	87295127	WILLOWWORKS

CORRESPONDENCE DATA

Fax Number: 3129021061

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: 312-577-8438

Email: raquel.haleem@katten.com

Correspondent Name: Raquel Haleem c/o Katten Muchin Rosenman

Address Line 1: 525 West Monroe Street

Address Line 4: Chicago, ILLINOIS 60661

NAME OF SUBMITTER:	Raquel Haleem
SIGNATURE:	/Raquel Haleem/
DATE SIGNED:	12/02/2021

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) made as of December 2, 2021 by WILLOWOOD GLOBAL LLC, a Delaware limited liability company and WILLOWOOD GLOBAL HOLDINGS LLC, a Delaware limited liability company (each individually, a “**Grantor**”, and collectively, “**Grantors**”), in favor of MADISON CAPITAL FUNDING LLC, in its capacity as Agent for the Lenders (as defined in the Credit Agreement referenced below) (in such capacity, “**Grantee**”):

W I T N E S S E T H

WHEREAS, Grantors, the other Loan Parties party thereto (together with each other Person who becomes a borrower thereunder by execution of a joinder agreement or similar acknowledgement thereto with the consent of Agent, collectively the “**Borrowers**”), the financial institutions party thereto from time to time as Lenders and Grantee have entered into that certain Credit Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), pursuant to which Grantee and Lenders have agreed, subject to the terms and conditions thereof, to make certain loans to, and other credit accommodations in favor of, Borrowers (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 other Persons party thereto (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Guarantee and Collateral Agreement**”), each Grantor has granted to Grantee, for its benefit and the benefit of Lenders, a security interest and lien upon substantially all assets of such Grantor, including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Guarantee and Collateral Agreement), and all products and proceeds thereof, to secure the payment of all amounts owing by Borrowers under 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, Grantors agree 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 Secured Obligations, each Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Guarantee and Collateral Agreement of, a continuing security interest in such 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:

(i) 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

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

3. Intent-To-Use Trademarks. Notwithstanding the foregoing, the Trademark Collateral shall not include any “intent-to-use” Trademark application prior to the filing and acceptance of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, 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 such intent-to-use Trademark application under applicable federal law 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 Trademark Security 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 conflicts of laws principles.

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

WILLOWWOOD GLOBAL LLC,
a Delaware limited liability company

By: 

Name: Scott G. Ames II

Title: Secretary

WILLOWWOOD GLOBAL HOLDINGS LLC,
a Delaware limited liability company

By: 

Name: Scott G. Ames II

Title: Secretary

Agreed and Accepted
As of the Date First Written Above:

MADISON CAPITAL FUNDING LLC,

as Agent

DocuSigned by:
Chris Williams
By: _____
Name: CHRIS WILLIAMS
Title: Vice President