

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM694036

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PMG COOP LLC		12/10/2021	Limited Liability Company: VIRGINIA
RECEIVING PARTY DATA			
Name:	MANUFACTURERS AND TRADERS TRUST COMPANY (as Administrative Agent)		
Street Address:	One Light Street		
Internal Address:	13th Floor		
City:	Baltimore		
State/Country:	MARYLAND		
Postal Code:	21202		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4904692	HP FRESH	
Registration Number:	4901533	HENNY PENNY	
CORRESPONDENCE DATA			
Fax Number:	2159882757		
<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>			
Email:	karen.spina@faegredrinker.com		
Correspondent Name:	Danielle E. Fine		
Address Line 1:	One Logan Square, Ste. 2000		
Address Line 2:	FAEGRE DRINKER BIDDLE & REATH LLP		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103-6996		
NAME OF SUBMITTER:	Karen M. Spina		
SIGNATURE:	/Karen M. Spina/		
DATE SIGNED:	12/10/2021		
Total Attachments: 11			
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**REAFFIRMATION OF NOTICE OF GRANT OF SECURITY INTEREST IN
TRADEMARKS**

THIS REAFFIRMATION OF NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS (this "**Reaffirmation**") is made as of December 10, 2021 by and between PMG COOP LLC, a Virginia limited liability company with an address of 2900 Telestar Ct., Falls Church, Virginia 22042 (the "**Grantor**") and MANUFACTURERS AND TRADERS TRUST COMPANY, a New York banking corporation with an address of One Light Street, 13th Floor, Baltimore, Maryland 21202, for itself and as administrative agent and representative of the other Credit Parties as defined in the Amended and Restated Credit Agreement (as hereinafter defined) (in such capacity, together with its successors and assigns in such capacity, the "**Administrative Agent**"). Capitalized terms used but not defined herein shall have the meaning set forth in the Trademark Security Agreement, the Amended and Restated Credit Agreement or the Security Agreement, as applicable (each as defined below).

WITNESSETH:

WHEREAS, the Administrative Agent, the Grantor, the other borrowers party thereto (collectively, the "**Borrowers**") and the lenders party thereto entered into that certain Credit Agreement dated as of December 10, 2015 (the "**Existing Credit Agreement**") whereby the lenders agreed to make certain loans and other financial accommodations to the Borrowers;

WHEREAS in connection with the Existing Credit Agreement, the Grantor, the other Borrowers, the Administrative Agent and certain other parties thereto entered into that certain Security Agreement dated as of November 10, 2015 (as amended prior to the date hereof (the "**Existing Security Agreement**"), pursuant to which Grantor granted to the Administrative Agent a security interest in certain of its assets to secure obligations owing to the Secured Parties (as defined in the Security Agreement);

WHEREAS, in connection with the Existing Credit Agreement and the Existing Security Agreement, the Grantor and the Administrative Agent also entered into that certain Notice of Grant of Security Interest in Trademarks dated as of October 2, 2018, which was recorded at the United States Patent and Trademark Office on October 19, 2018 at Reel/Frame 6507/0897 (the "**Existing Trademark Security Agreement**"), pursuant to which Grantor pledged and granted to the Administrative Agent a security interest in and to and lien on the Trademarks (as defined in the Security Agreement) identified therein, to secure the Secured Obligations (as defined in the Security Agreement);

WHEREAS, the Administrative Agent, the Borrowers and the lenders party thereto (the "**Lenders**") are entering into that certain Amended and Restated Credit Agreement of even date herewith pursuant to which the Administrative Agent and such Lenders have agreed to amend and restate the Existing Credit Agreement (the Existing Credit Agreement as so amended and restated, and as may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Amended and Restated Credit Agreement**");

WHEREAS, in connection with the Amended and Restated Credit Agreement, the Administrative Agent, Grantor, the Borrowers and certain other parties thereto are entering into

that certain Amendment, Reaffirmation and Joinder to Security Agreement dated as of the date hereof (the “**Security Agreement Reaffirmation**”) pursuant to which the Grantor, the Borrowers and the other parties thereto agreed to reaffirm the security interest in certain of their assets to secure obligations owing to the Secured Parties under the Amended and Restated Credit Agreement (the Existing Security Agreement, as amended and reaffirmed pursuant to the Security Agreement Reaffirmation and as further amended, restated, amended and restated, modified or supplemented from time to time, the “**Security Agreement**”);

WHEREAS, as a condition precedent to the effectiveness of the Amended and Restated Credit Agreement, the Administrative Agent has required the execution and delivery of this Reaffirmation by the Grantor and the Administrative Agent, and Grantor hereby reaffirms the security interest in and to and lien on the Trademarks identified in the Existing Trademark Security Agreement attached hereto as Exhibit A, in favor of the Administrative Agent (the Existing Trademark Security Agreement, as reaffirmed by this Reaffirmation, and as the same may be amended, restated, modified or supplemented from time to time, being referred to as the “**Trademark Security Agreement**”).

NOW, THEREFORE, in consideration of the foregoing and the agreements, provisions and covenants herein contained, the Grantor and the Administrative Agent agree as follows:

1. Reaffirmation. To induce the Lenders and Administrative Agent to enter into the Amended and Restated Credit Agreement, the undersigned hereby (a) agrees to reaffirm the Existing Trademark Security Agreement, attached hereto as Exhibit A, (b) reaffirms and agrees that the Liens and security interest granted in the Security Agreement and the Trademark Security Agreement shall secure the Secured Obligations (as defined in the Security Agreement) under the Amended and Restated Credit Agreement, including without limitation the Trademarks identified in the Existing Trademark Security Agreement, (c) reaffirms each other right and obligation under or as set forth in the Trademark Security Agreement and (d) acknowledges and agrees that the Trademark Security Agreement shall continue to constitute a legal, valid and binding obligation of the Grantor, enforceable in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, insolvency or other similar laws relating to the enforcement of creditors’ rights generally and by general equitable principles.

2. Representations and Warranties. To induce Administrative Agent and Lenders to enter into the Amended and Restated Credit Agreement, the Grantor represents and warrants to Administrative Agent and Lenders that the execution, delivery and performance of this Reaffirmation has been duly authorized by all requisite corporate or company action on the part of the Grantor, this Reaffirmation has been duly executed and delivered by the Grantor, and this Reaffirmation constitutes a valid and binding agreement of the Grantor, enforceable against the Grantor in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, insolvency or other similar laws relating to the enforcement of creditors’ rights generally and by general equitable principles.

3. References. Each of the undersigned agrees that the Trademark Security Agreement shall remain in full force and effect following the execution and delivery of the Amended and Restated Credit Agreement and that all references in the Trademark Security Agreement to the “Security Agreement” shall be deemed to refer to the Existing Security

Agreement as amended and reaffirmed pursuant to the Security Agreement Reaffirmation and as may be further amended, restated, modified or supplemented from time to time.

4. Scope. Except as set forth in the immediately preceding paragraph, and except as otherwise expressly amended on the date hereof, the Trademark Security Agreement shall remain unmodified and in full force and effect.

5. Governing Law. THIS REAFFIRMATION SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

6. Counterparts. This Reaffirmation may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Reaffirmation shall become effective when it shall have been executed by the Administrative Agent and when Administrative Agent shall have received the counterparts hereof that bear the signatures of the other parties hereto, and thereafter shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Delivery of an executed counterpart of a signature page of this Reaffirmation by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Reaffirmation.

[Signature pages follow]

This Reaffirmation is dated as of the date first set forth above.

**MANUFACTURERS AND TRADERS TRUST
COMPANY** as Administrative Agent

By:  _____

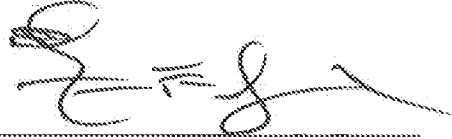
Name: Katie Kong

Title: Vice President

[Signature Page to Reaffirmation of Trademark Security Agreement]

**TRADEMARK
REEL: 007526 FRAME: 0165**

**PMG COOP LLC, a Virginia Limited Liability
Company**



By: _____
Abdolhossein Ejtemai, Manager

[Signature Page to Reaffirmation of Trademark Security Agreement]