

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM698769

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PIONEER SQUARE BRANDS, INC.		12/29/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	U.S. Bank National Association, as Administrative Agent		
Street Address:	214 North Tryon Street		
Internal Address:	27th Floor		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28202-1078		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	2017080	BRENTHAVEN	
Registration Number:	3257730	V	
Registration Number:	3509799	ZERO IMPACT	
Registration Number:	4076144	CARRYING TECHNOLOGY FORWARD	
Registration Number:	4401345	BX2	
Registration Number:	4401346	BROADMORE	
Registration Number:	5401110	BRENTHAVEN	
Registration Number:	5846354	PIONEER SQUARE BRANDS	
Serial Number:	87809416	PSB	
Serial Number:	88874685	EDGE360	
CORRESPONDENCE DATA			
Fax Number:	3126095005		
<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:	312-609-7798		
Email:	ablekhman@vedderprice.com		
Correspondent Name:	Aida Blekhman		
Address Line 1:	Vedder Price P.C.		

CH \$265.00 2017080

Address Line 2: 222 North LaSalle Street
Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER: 45798.00.0083

NAME OF SUBMITTER: Aida Blekhman

SIGNATURE: /Aida Blekhman/

DATE SIGNED: 12/30/2021

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

(TRADEMARKS, TRADEMARK REGISTRATIONS
AND TRADEMARK APPLICATIONS)

December 29, 2021

WHEREAS, PIONEER SQUARE BRANDS, INC. (herein called “**Grantor**”) owns certain Trademarks (as defined below); and

WHEREAS, Grantor, the guarantors from time to time party thereto, PGIM, Inc., as lead lender representative, U.S. Bank National Association, as administrative agent (in such capacity, the “**Administrative Agent**” or “**Grantee**”), and the lenders from time to time party thereto have entered into a Credit Agreement, dated as of December 29, 2021 (as from time to time amended, restated, supplemented, increased, extended or otherwise modified, the “**Credit Agreement**”); and

WHEREAS, pursuant to the terms of the Security Agreement dated as of December 29, 2021 made by Grantor and certain affiliates of Grantor (as from time to time amended, restated, supplemented or otherwise modified, the “**Security Agreement**”), Grantor has granted to Grantee for the benefit of the Secured Parties (as defined in the Credit Agreement) a continuing security interest in various assets of Grantor, including all right, title and interest of Grantor in and to the Patent Collateral (as defined herein), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations (as such term is defined in the Credit Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby pledges and collaterally assigns to Grantee and grants to Grantee a continuing security interest, for the benefit of the Secured Parties, in and to all of Grantor’s right, title and interest in and to all of the following property (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 acquired or arising, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations, whether now existing or hereafter incurred or arising:

(a) each Trademark in which Grantor has any interest, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark; and

(b) all proceeds of and revenues from the foregoing, including without limitation all proceeds of and revenues from any claim by Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark, or for injury to the goodwill associated with any of the foregoing.

provided, notwithstanding anything to the contrary contained in clauses (a) or (b) above, the security interest created by this Agreement shall not extend to, and the term “Trademark Collateral” shall not include any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law,

provided that upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered a Trademark.

As used herein:

“**Trademarks**” means all of the following: (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, brand names, trade dress, prints and labels on which any of the foregoing have appeared or appear, package and other designs, and any other source or business identifiers, and the rights in any of the foregoing which arise under applicable law, (b) the goodwill of the business symbolized thereby or associated with each of them, (c) all registrations and applications in connection therewith, including registrations and applications in the United States Patent and Trademark Office, including those described in Schedule 1 hereto, (d) all reissues, extensions and renewals thereof, (e) all claims for, and rights to sue for, past or future infringements of any of the foregoing and (f) all income, royalties, damages and payments now or hereafter due or payable with respect to any of the foregoing, including damages and payments for past or future infringements thereof.

Grantor hereby irrevocably constitutes and appoints Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney in fact with full power and authority in the name of Grantor or in its name, from time to time, in Grantee’s discretion, so long as any Event of Default (as such term is defined in the Credit Agreement) has occurred and is continuing, to take with respect to the Trademark Collateral any and all appropriate action which Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND THE INTERPRETATION OF THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK (WITHOUT REGARD TO THE PRINCIPLES OF CONFLICTS OF LAW THAT WOULD PERMIT THE APPLICATION OF THE LAWS OF ANY OTHER JURISDICTION BUT INCLUDING FOR SUCH PURPOSES SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW) APPLICABLE TO CONTRACTS EXECUTED AND TO BE PERFORMED IN SUCH STATE, EXCEPT TO THE EXTENT THAT THE PERFECTION AND THE EFFECT OF PERFECTION OR NON PERFECTION OF THE SECURITY INTEREST CREATED HEREBY, IN RESPECT OF ANY PARTICULAR COLLATERAL, ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK. THIS CHOICE OF LAW IS MADE PURSUANT TO NEW YORK GENERAL OBLIGATIONS LAW SECTION 5-1401.

(Remainder of Page Intentionally Left Blank; Signature Pages Follow)

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first above written.

PIONEER SQUARE BRANDS, INC., a
Delaware corporation

By: 

Name: Marc Matsumura

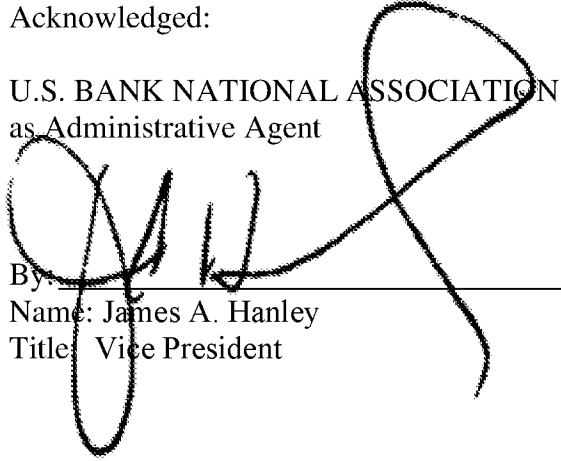
Title: Chief Financial Officer

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 007545 FRAME: 0887

Acknowledged:

U.S. BANK NATIONAL ASSOCIATION,
as Administrative Agent



By:  _____

Name: James A. Hanley

Title: Vice President

Schedule 1

Trademarks

<u>Credit Party</u>	<u>Registration or Application No. (indicate if an application)</u>	<u>Registration or Application Date</u>	<u>Jurisdiction of Registration or Application</u>	<u>Description of Trademarks, Tradenames or Service Marks</u>
Pioneer Square Brands, Inc.	2017080	November 19, 1996	United States	BRENTHAVEN
Pioneer Square Brands, Inc.	3257730	July 3, 2007	United States	
Pioneer Square Brands, Inc.	3509799	September 30, 2008	United States	ZERO IMPACT
Pioneer Square Brands, Inc.	4076144	December 27, 2011	United States	CARRYING TECHNOLOGY FORWARD
Pioneer Square Brands, Inc.	4401345	September 10, 2013	United States	BX2
Pioneer Square Brands, Inc.	4401346	September 10, 2013	United States	BROADMORE
Pioneer Square Brands, Inc.	5401110	February 13, 2018	United States	BRENTHAVEN
Pioneer Square Brands, Inc.	5846354	August 27, 2019	United States	PIONEER SQUARE BRANDS
Pioneer Square Brands, Inc.	87809416 (application)	February 23, 2018	United States	
Pioneer Square Brands, Inc.	88874685 (application)	April 16, 2020	United States	EDGE360