

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM699019

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JUNIPER RING ACQUISITIONS, LLC		12/31/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	CIBC BANK USA		
Street Address:	70 W. Madison, Suite 200		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60602		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	0896447	PRODUCTO	
CORRESPONDENCE DATA			
Fax Number:	6173417701		
<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:	617-951-8132		
Email:	linda.salera@morganlewis.com		
Correspondent Name:	Linda A. Salera		
Address Line 1:	One Federal Street		
Address Line 2:	c/o Morgan, Lewis & Bockius LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
NAME OF SUBMITTER:	Linda A. Salera		
SIGNATURE:	/Linda A. Salera/		
DATE SIGNED:	12/31/2021		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (the "Agreement"), dated as of December 31, 2021, is made by and between JUNIPER RING ACQUISITIONS, LLC, a Delaware limited liability company (the "Company") and CIBC BANK USA, as lender (the "Lender").

RECITALS

A. The Company and the Lender are parties to that certain Loan and Security Agreement (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), dated the same date as of the date hereof, setting forth the terms on which the Lender may now or hereafter extend credit to or for the account of the Borrowers.

B. As a condition to extending credit to or for the account of the Borrowers, the Lender has required the execution and delivery of this Agreement by the Company.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. All terms defined in the Recitals hereto or that are not otherwise defined herein shall have the meanings given to them in the Credit Agreement. In addition, the following terms have the meanings set forth below:

"Trademarks" means all of Company's right, title and interest in and to: trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, licenses, fees or royalties with respect to each, and the right to sue for past, present and future infringement, dilution and damages therefor, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit A.

2. Security Interest. The Company hereby irrevocably pledges and assigns to, and grants to, Lender a security interest (the "Security Interest") with power of sale to the extent permitted by law, in the Trademarks (except as such may be considered Excluded Property, but only until a statement of use or amendment to allege use is filed and accepted by the United States Patent and Trademark Office or any other filing is made or circumstances otherwise change so that the interests of the Company in such trademarks are no longer on an "intent to use" basis) to secure payment of the obligations under the Credit Agreement. As set forth in the Credit Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of Company. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060. The Security Interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Lender pursuant to the Credit Agreement and the Company hereby acknowledge and agree that the rights and remedies of Lender with respect to the Security Interests made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein, including, without limitation, all representations, warranties and covenants with respect to Trademarks.

3. Termination. This Agreement shall terminate and the Lien on the Security Interests shall be released upon the payment and performance in full of the obligations under the Credit Agreement (other than unasserted contingent indemnification or expense reimbursement obligations) pursuant to the terms of the Credit Agreement. Upon the termination of this Agreement, the Lender shall execute all documents, make all filings, and take all other actions reasonably requested by the Company to evidence and record the release of the Lien on Trademarks and Security Interests granted herein.

4. Counterparts. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement. Receipt of an executed signature page to this Agreement by facsimile or other electronic transmission shall constitute effective delivery thereof. The words "execution," "signed," "signature," and words of like import in this Agreement shall be deemed to include electronic signatures or electronic records, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act or any other similar state laws governing this Agreement based on the Uniform Electronic Transactions Act or otherwise. Electronic records of this executed Agreement maintained by Lender shall be deemed to be originals.

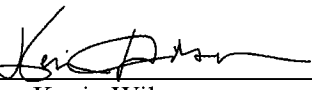
5. Governing Law. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE. ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT, WHETHER IN TORT, CONTRACT (AT LAW OR IN EQUITY) OR OTHERWISE, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK.

[Signature Page Follows]

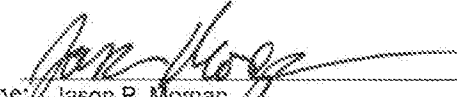
IN WITNESS WHEREOF, the parties have executed this Trademark Security Agreement as of the date written above.

COMPANY:

JUNIPER RING ACQUISITIONS, LLC

By: 
Name: Kevin Wilson
Title: Secretary

CIBC BANK USA

By: 
Name: Jason P. Morgan
Title: Managing Director