

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM705648

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
RESUBMIT DOCUMENT ID:	900665912		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sweda Company, LLC		12/23/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Zions Bancorporation, N.A.		
Doing Business As:	DBA Zions First National Bank		
Street Address:	One South Main Street		
Internal Address:	Suite 300		
City:	Salt Lake City		
State/Country:	UTAH		
Postal Code:	84133		
Entity Type:	National Banking Association: UTAH		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Serial Number:	97036406	BC	
Serial Number:	87768434	BASECAMP	
Registration Number:	5395290	BASECAMP	
Registration Number:	5239342	BELLA MIA	
Registration Number:	5104085	LOADS OF LAUGHS	
Registration Number:	5104087	THE ESSENTIAL P5	
Registration Number:	5104090	THE ESSENTIAL PERFECT 10	
Registration Number:	5131995	P5	
Registration Number:	5104098	PERFECT 10	
Registration Number:	5020489	PEN2PAPER	
Registration Number:	5030009	P2P	
Registration Number:	4542123	SWEDA	
Registration Number:	4399618	SWEDA SPECTRUM PRINT	
Registration Number:	4995640	BASECAMP	
Registration Number:	3854996	TOUE	
Registration Number:	3134788	SWEDA	

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	1365479	SWEDA

CORRESPONDENCE DATA

Fax Number: 8019949041

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: 801.478.6900

Email: munozg@gtlaw.com

Correspondent Name: Greenberg Traurig, LLP

Address Line 1: 222 South Main Street

Address Line 2: 5th Floor

Address Line 4: Salt Lake City, UTAH 84101

ATTORNEY DOCKET NUMBER:	192853.015200
NAME OF SUBMITTER:	Scott Irwin
SIGNATURE:	/Scott Irwin/
DATE SIGNED:	01/31/2022

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (the “Agreement”) is made and entered into as of December 23, 2021 (the “Effective Date”) by and among Sweda Company, LLC, a Delaware limited liability company (the “Debtor”), in favor of Zions Bancorporation, N.A. dba Zions First National Bank, in its capacity as administrative agent and collateral agent (in such capacity “Secured Party”), pursuant to that certain Pledge and Security Agreement dated as of September 20, 2019 by and among Debtor, Secured Party, and the other parties from time to time party thereto (as amended or modified from time to time, including, without limitation, pursuant to a Joinder Agreement dated as of the Effective Date by Debtor in favor Secured Party (the “Joinder Agreement”), the “Security Agreement”).

For good and valuable consideration, receipt of which is hereby acknowledged, Debtor and Secured Party hereby agree as follows:

1. Definitions. Except as otherwise provided herein, terms defined in the Security Agreement shall have the same meanings when used herein. Terms defined in the singular shall have the same meaning when used in the plural and vice versa. Terms defined in the UCC which are used herein shall have the meanings set forth in the UCC, except as expressly defined otherwise. As used herein, the term:

“Collateral” has the meaning set forth in Section 2.

“UCC” means the Uniform Commercial Code as in effect in the State of Utah from time to time.

“USPTO” means the United States Patent and Trademark Office.

In this Agreement, the following rules of construction and interpretation shall be applicable: (i) no reference to “proceeds” in this Agreement authorizes any sale, transfer, or other disposition of any Collateral by Debtor; (ii) “includes” and “including” are not limiting; (iii) “or” is not exclusive; and (iv) “all” includes “any” and “any” includes “all.” To the extent not inconsistent with the foregoing, the rules of construction and interpretation applicable to the Security Agreement shall also be applicable to this Agreement and are incorporated herein by this reference.

2. Security Interest.

(a) Grant of Security Interest. As security for the payment and performance of the Obligations (as defined in that certain Credit Agreement dated as of September 20, 2019 by and among Debtor, the other loan parties from time to time party thereto, the lenders from time to time party thereto, and Secured Party, as amended from time to time, including, without limitation, pursuant to the Joinder Agreement), Debtor hereby grants to Secured Party, for the benefit of the Lenders, a security interest in and to all of Debtor’s right, title and interest in, to and under the following property of Debtor, in each case whether now or hereafter existing or arising or in which Debtor now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the “Collateral”): (a) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing; (b) all licenses of the foregoing, whether as licensee or licensor; (c) all renewals of the foregoing; (d) all income, royalties, damages, and payments now or hereafter due to a Debtor or payable with respect thereto, including, without limitation, damages, claims, and payments to a Debtor for past and future infringements thereof; (e) all rights of a Debtor to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (f) all rights corresponding to any of the

foregoing throughout the world; *provided* that “Collateral” shall not include (i) any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, to the extent, if any, that, and during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law, or (ii) any other Excluded Property; *provided further*, however, that if and when any such application shall be filed, under applicable law, with a verified statement of use (or the equivalent) for such trademark, or such Excluded Property shall cease to be Excluded Property, such application or other such property of a kind described in clauses (a) through (f) above shall be deemed “Collateral” herein.

(b) Continuing Security Interest. Debtor agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with Section 11.

3. Supplement to Security Agreement. This Agreement has been entered into in conjunction with the security interests granted to Secured Party under the Security Agreement or other security documents referred to therein. The rights and remedies of Secured Party with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement or any other security documents referred to therein, all terms and provisions of which are incorporated herein by reference.

4. Representations and Warranties. Debtor represents and warrants to Secured Party that a true and correct list of all United States trademarks, trademark registrations or applications owned by Debtor, in whole or in part, as of the Effective Date is set forth in Schedule A.

5. Further Acts. On a continuing basis, Debtor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be reasonably necessary or advisable or may be reasonably requested by Secured Party to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure Debtor’s compliance with this Agreement or to enable Secured Party to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with the USPTO or any applicable state or foreign office. Secured Party may record this Agreement, an abstract thereof, or any other document reasonably necessary and signed by Debtor describing Secured Party’s interest in the Collateral with the USPTO, at the expense of Debtor. In addition, Debtor authorizes Secured Party to file financing statements describing the Collateral in any UCC filing office deemed appropriate by Secured Party.

6. Authorization to Supplement. If Debtor shall obtain ownership rights to any new trademarks, the provisions of this Agreement shall automatically apply thereto. In accordance with the provisions of the Security Agreement, Debtor shall give prompt notice in writing to Secured Party with respect to any such new trademarks or renewal or extension of any Debtor trademark registration. Without limiting Debtor’s obligations under this Section, Debtor authorizes Secured Party unilaterally to modify this Agreement by amending Schedule A to include any such new United States trademark applications and registrations identified by Debtor as described above. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule A shall in any way affect, invalidate or detract from Secured Party’s continuing security interest in all Collateral, whether or not listed on Schedule A.

7. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by Debtor, Secured Party and their respective successors and assigns. Debtor may not assign,

transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder except as specifically permitted by the Security Agreement.

8. Governing Law. This Agreement shall be governed by, and construed in accordance with, the law of the State of Utah, except as required by mandatory provisions of law or to the extent the perfection or priority of the security interests hereunder, or the remedies hereunder, in respect of any Collateral are governed by the law of a jurisdiction other than Utah.

9. Entire Agreement; Amendment. This Agreement and the Security Agreement, together with the Schedules hereto and thereto, contain the entire agreement of the parties with respect to the subject matter hereof and supersede all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties, as provided in the Security Agreement. Notwithstanding the foregoing, Secured Party unilaterally may modify, amend or supplement the Schedules hereto as provided in Section 6 hereof.

10. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile or electronic mail shall be equally as effective as delivery of a manually executed counterpart. Any party hereto delivering a counterpart of this Agreement by facsimile or electronic mail shall also deliver a manually executed counterpart, but the failure to so deliver a manually executed counterpart shall not affect the validity, enforceability, or binding effect hereof.

11. Termination. Upon payment and performance in full of all Obligations (other than contingent indemnification obligations as to which no demand has been made), the security interests created by this Agreement shall terminate and Secured Party (at Debtor's expense) shall promptly execute and deliver to Debtor such documents, releases and instruments reasonably requested by Debtor as shall be necessary to evidence termination of all such security interests given by Debtor to Secured Party hereunder, including cancellation of this Agreement by written notice from Secured Party to the USPTO.

12. Severability. If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

13. Notices. All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Security Agreement.

[Signature Page(s) Follow]

IN WITNESS WHEREOF, this Trademark Security Agreement has been executed and becomes effective as of the Effective Date.

Debtor:

SWEDA COMPANY, LLC

By: Rhett Neuenschwander

Name: Rhett Neuenschwander

Title: Vice President


SCHEDULE A



TO TRADEMARK SECURITY AGREEMENT

Debtor: Sweda Company, LLC

Secured Party: Zions Bancorporation, N.A. dba Zions First National Bank

Trademarks and Trademark Applications:

#	Mark	Country	App. No.	App. Date	Reg. No.	Reg. Date	Owner Name	Status
1.	BC & Design	United States	97036406	9/20/2021			Sweda Company, LLC (DE LLC)	Pending
2.	BASECAMP 	United States	87768434	1/24/2018			Sweda Company LLC (DE LLC)	Pending; Opposition Pending
3.	BASECAMP	United States	87512717	6/30/2017	5395290	2/6/2018	Sweda Company LLC (DE LLC)	Registered; Cancellation Pending
4.	BELLA MIA	United States	87009184	4/21/2016	5239342	7/11/2017	Sweda Company, LLC (DE LLC)	Registered
5.	LOADS OF LAUGHS	United States	87009226	4/21/2016	5104085	12/20/2016	Sweda Company, LLC (DE LLC)	Registered
6.	THE ESSENTIAL P5	United States	87009274	4/21/2016	5104087	12/20/2016	Sweda Company, LLC (DE LLC)	Registered
7.	THE ESSENTIAL PERFECT 10	United States	87009302	4/21/2016	5104090	12/20/2016	Sweda Company, LLC (DE LLC)	Registered

#	Mark	Country	App. No.	App. Date	Reg. No.	Reg. Date	Owner Name	Status
8.	P5	United States	87009401	4/21/2016	5131995	1/31/2017	Sweda Company, LLC (DE LLC)	Registered
9.	PERFECT 10	United States	87009584	4/21/2016	5104098	12/20/2016	Sweda Company, LLC (DE LLC)	Registered
10.	PEN2PAPER & Design PENPAPER	United States	86706156	7/27/2015	5020489	8/16/2016	Sweda Company, LLC (DE LLC)	Registered
11.	P2P & Design 	United States	86706208	7/27/2015	5030009	8/30/2016	Sweda Company, LLC (DE LLC)	Registered
12.	SWEDA & C 	United States	85935816	5/17/2013	4542123	6/3/2014	Sweda Company, LLC (DE LLC)	Registered
13.	SWEDA SPECTRUM PRINT	United States	85836835	1/30/2013	4399618	9/10/2013	Sweda Company, LLC (DE LLC)	Registered
14.	BASECAMP	United States	85791925	11/30/2012	4995640	7/12/2016	Sweda Company, LLC (DE LLC)	Registered Cancellation Pending
15.	TOUE	United States	77915916	1/20/2010	3854996	9/28/2010	Sweda Company, LLC (DE LLC)	Registered

#	Mark	Country	App. No.	App. Date	Reg. No.	Reg. Date	Owner Name	Status
16.	SWEDA	United States	76645269	8/22/2005	3134788	8/29/2006	Sweda Company, LLC (DE LLC)	Registered
17.	SWEDA	United States	73508447	11/13/1984	1365479	10/15/1985	Sweda Company, LLC (CA LLC)	Registered
18.	SOURCE ONE	Canada	1387103	3/12/2008	TMA763473	4/8/2010	Sweda Company, LLC	Registered