

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM707929

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SMITH TEAMAKER, LLC		02/11/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	SG STONEGATE ASSET COMPANY I, LLC		
Street Address:	123 North Wacker Drive		
Internal Address:	Suite 1160		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Serial Number:	97002929	BLEND: NO. 67 MEADOW	
Serial Number:	97002927	BRITISH BRUNCH	
Registration Number:	5121858	EST. 1949 SMITH TEAMAKER	
Serial Number:	97002925	LORD BERGAMOT	
Serial Number:	97002933	LULLABY	
Serial Number:	97002932	PORTLAND BREAKFAST	
Serial Number:	97002935	ROSE CITY GENMAICHA	
Registration Number:	5084859	STEVEN SMITH TEAMAKER	
Registration Number:	3920435	STEVEN SMITH TEAMAKER	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	6142803548		
Email:	erin.roberson@wolterskluwer.com		
Correspondent Name:	CT Corporation		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		

OP \$240.00 97002929

Address Line 4:	Columbus, OHIO 43219
NAME OF SUBMITTER:	Jessica Hildebrandt
SIGNATURE:	/Jessica Hildebrandt/
DATE SIGNED:	02/11/2022
Total Attachments: 9 source=84857883#page1.tif source=84857883#page2.tif source=84857883#page3.tif source=84857883#page4.tif source=84857883#page5.tif source=84857883#page6.tif source=84857883#page7.tif source=84857883#page8.tif source=84857883#page9.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Agreement”) dated as of February 11, 2022 by SMITH TEAMAKER, LLC, a Delaware limited liability company, “Grantor”) in favor of SG STONEGATE ASSET COMPANY I, LLC, a Delaware limited liability company (together with its successors and assigns, “Lender”):

W I T N E S S E T H

WHEREAS, Grantor and Lender are parties to a certain Loan and Security Agreement as of even date herewith (as the same may be amended, restated, supplemented or modified from time to time, the “Loan Agreement”) providing for the extensions of credit to be made to Borrower by Lender; and

WHEREAS, Grantor has granted to Lender a security interest in substantially all of the assets of each Grantor including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired trademarks, copyrights, and patents, together with the goodwill of the business symbolized by such Grantor’s trademarks, patents and copyrights and all products and proceeds thereof, to secure the payment of all amounts owing by such Grantor under the Loan 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, each Grantor agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference into this Agreement. All terms capitalized but not otherwise defined herein shall have the same meanings ascribed to them in the Loan Agreement.

2. Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Lender a continuing security interest in Grantor’s entire right, title and interest in, to and under the following, whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark, patent and copyright listed on Schedule 1 annexed hereto, (such trademarks, patents and copyrights, the “Trademarks”, “Patents” and “Copyrights”) 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 Trademark, Patent and Copyright; and

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

3. Representations and Warranties. Grantor hereby represents and warrants that the Trademarks, Patents and Copyrights listed on Schedule I attached hereto constitute all trademarks, patents and copyrights owned or registered to Grantor as of the date hereof.

4. Right to Bring Suit. Grantor shall have the right, with the prior written consent of Lender, which consent shall not be unreasonably withheld, conditioned or delayed, to bring suit in its own name to enforce the Trademarks, Patents and Copyrights, in which case Lender may, at Lender's option, be joined as a nominal party to this suit if Lender shall be satisfied that the joinder is necessary and that Lender is not incurring any risk of liability by that joinder. Grantor shall promptly, upon demand, reimburse and indemnify, defend, and hold harmless Lender for all damages, costs and expenses, including attorneys' fees, incurred by Lender pursuant to this paragraph (all of which shall be reasonable prior to the occurrence and continuance of an Event of Default).

5. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES (EXCEPT 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW). FURTHER, THE LAW OF THE STATE OF NEW YORK SHALL APPLY TO ALL DISPUTES OR CONTROVERSIES ARISING OUT OF OR CONNECTED TO OR WITH THIS AGREEMENT WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES (EXCEPT 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW).

6. CONSENT TO JURISDICTION; WAIVER OF JURY TRIAL. ANY LEGAL ACTION, SUIT OR PROCEEDING WITH RESPECT TO THIS AGREEMENT SHALL BE BROUGHT EXCLUSIVELY IN THE COURTS OF THE STATE OF NEW YORK IN THE COUNTY OF NEW YORK OR IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK, AND THE UNDERSIGNED HEREBY ACCEPTS FOR ITSELF AND IN RESPECT OF ITS PROPERTY, GENERALLY AND UNCONDITIONALLY IN CONNECTION WITH ANY SUCH LEGAL ACTION, SUIT OR PROCEEDING, THE JURISDICTION OF THE AFOREMENTIONED COURTS. THE UNDERSIGNED HEREBY EXPRESSLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, OR BASED ON UPON 28 U.S.C. § 1404, WHICH THEY MAY NOW OR HEREAFTER HAVE TO THE BRINGING AND ADJUDICATION OF ANY SUCH ACTION, SUIT OR PROCEEDING IN ANY OF THE AFOREMENTIONED COURTS AND AGREES TO THE GRANTING OF SUCH LEGAL OR EQUITABLE RELIEF AS IS DEEMED APPROPRIATE BY THE COURT. THE UNDERSIGNED HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM CONCERNING ANY RIGHTS UNDER THIS AGREEMENT OR UNDER ANY AMENDMENT, WAIVER, INSTRUMENT, DOCUMENT OR OTHER AGREEMENT DELIVERED OR WHICH IN THE FUTURE MAY BE DELIVERED IN CONNECTION HERewith OR THEREWITH, OR ARISING FROM ANY FINANCING RELATIONSHIP EXISTING IN CONNECTION WITH THIS AGREEMENT, AND AGREES THAT ANY SUCH ACTION, PROCEEDING OR COUNTERCLAIM SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

7. Notices. Any notice required or permitted to be given under this Security Agreement shall be sent in accordance with Section 13.17 of the Loan Agreement.

[Remainder of page intentionally left blank]

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

SMITH TEAMAKER, LLC

By: 

Name: John E. Wells

Title: CFO

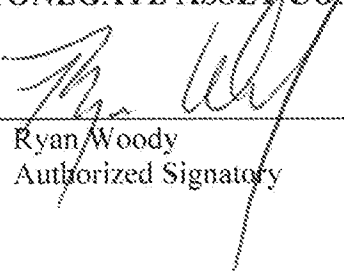
[Signature page to Intellectual Property Security Agreement]

TRADEMARK

REEL: 007632 FRAME: 0006

Agreed and accepted
as of the date first written above:

SG STONEGATE ASSET COMPANY I, LLC

By: 
Name: Ryan Woody
Title: Authorized Signatory

[Signature page to Intellectual Property Security Agreement]

SCHEDULE 1

(a) Patents and Patent Licenses

Patent	Registration Date	Patent Number
None		

TRADEMARK

REEL: 007632 FRAME: 0008

(b) Trademarks and Trademark Licenses

Trademark	Country	Registration Date	Registration Number
BLEND: NO. 67 MEADOW	US		Application # 97/002929
BRITISH BRUNCH	US		Application # 97/002927
EST. 1949 SMITH TEAMAKER	US	01/17/2017	5121858
LORD BERGAMOT	US		Application # 97/002925
LULLABY	US		Application # 97/002933
PORTLAND BREAKFAST	US		Application # 97/002932
ROSE CITY GENMAICHA	US		Application # 97/002935
STEVEN SMITH TEAMAKER and Design	US	11/22/2016	5084859
STEVEN SMITH TEAMAKER and Design	US	02/15/2011	3920435
STEVEN SMITH TEAMAKER	Australia		Application # 1977755

[Acknowledgment to Power of Attorney to Intellectual Property Security Agreement]

STEVEN SMITH TEAMAKER and Design	Australia		Application # 2121877
STEVEN SMITH TEAMAKER and Design	Brazil	01/07/2020	916636453
STEVEN SMITH TEAMAKER and Design	Canada		Application # 1918801
STEVEN SMITH TEAMAKER	China	10/07/2019	33934387
STEVEN SMITH TEAMAKER	China	06/28/2019	33934386
STEVEN SMITH TEAMAKER	China	05/07/2018	24071722
STEVEN SMITH TEAMAKER and Design	China	10/28/2019	33934384
STEVEN SMITH TEAMAKER in Chinese characters	China	10/07/2019	34048695
STEVEN SMITH TEAMAKER in Chinese characters	China	09/14/2019	34048694
STEVEN SMITH TEAMAKER and Design	European Community	05/22/2019	18005177
STEVEN SMITH TEAMAKER and Design	European Community	02/18/2014	IR 1153995
STEVEN SMITH TEAMAKER	Hong Kong	07/02/2019	304784013
STEVEN SMITH TEAMAKER and Design	Japan	01/21/2016	IR 1153995
STEVEN SMITH TEAMAKER and Design	Mexico	04/08/2019	1988603
STEVEN SMITH TEAMAKER and Design	New Zealand	03/24/2020	1110719
STEVEN SMITH TEAMAKER and Design	Norway	01/17/2014	IR 1153995
STEVEN SMITH TEAMAKER and Design	Panama	01/28/2019	27147201
STEVEN SMITH TEAMAKER	Peru	04/11/2019	277926
STEVEN SMITH TEAMAKER	Republic of Korea		Application # 402021111088
STEVEN SMITH TEAMAKER	Republic of Korea	11/04/2019	401539381
STEVEN SMITH TEAMAKER and Design	Republic of Korea	12/20/2019	401556060
STEVEN SMITH TEAMAKER and Design	Republic of Korea	07/28/2014	IR 1153995
STEVEN SMITH TEAMAKER and Design	Republic of Korea		Application # 402021111089
STEVEN SMITH TEAMAKER	Saudi Arabia	05/18/2019	1440017086
STEVEN SMITH TEAMAKER	South Africa		Application #201900240

[Signature page to Intellectual Property Security Agreement]

STEVEN SMITH TEAMAKER and Design	Switzerland	03/20/2014	IR 1153995
STEVEN SMITH TEAMAKER and Design	Taiwan	08/01/2013	1591803
STEVEN SMITH TEAMAKER and Design	United Arab Emirates	07/03/2019	307344
STEVEN SMITH TEAMAKER and Design	United Kingdom	05/22/2019	UK00918005177
STEVEN SMITH TEAMAKER and Design	United Kingdom	02/18/2014	UK0080IR 1153995
STEVEN SMITH TEAMAKER and Design	WIPO	02/06/2013	IR 1153995

TRADEMARK

REEL: 007632 FRAME: 0010

(c) Copyrights and Copyright Licenses

Copyright	Registration Date	Registration Number
None		

[Signature page to Intellectual Property Security Agreement]

RECORDED: 02/11/2022