

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM712653

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fineline Settings, LLC		03/04/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	BMO Harris Bank N.A.		
Street Address:	111 W. Monroe St.		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	6149588	FINELINE	
Registration Number:	5541058	SUPER SIPS	
Registration Number:	5541057	REFORM	
Registration Number:	4220405	FINELINE SETTINGS	
Registration Number:	4220401	SILVER SPLENDOR	
Registration Number:	5999901	SIGNATURE BLU	
Registration Number:	5855854	SAVVI SERVE	
Registration Number:	5855853	FLAIRWARE	
Registration Number:	5855844	SOLID SQUARES	
Registration Number:	5855843	WAVETRENDS	
Registration Number:	5855837	GOLDEN SECRETS	
Registration Number:	5855836	PLATTER PLEASERS	
Registration Number:	5849643	CATERER CHOICE	
Registration Number:	5849642	HERITAGE	
Registration Number:	5827431	SILVER SECRETS	
Registration Number:	5827260	TINY TEMPTATIONS	
Registration Number:	4376753	QUENCHERS	
CORRESPONDENCE DATA			

CH \$440.00 6149588

Fax Number:

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: 415-591-1000
Email: TrademarksSF@winston.com
Correspondent Name: Becky Troutman
Address Line 1: 101 California Street
Address Line 4: San Francisco, CALIFORNIA 94111

NAME OF SUBMITTER:	Becky L. Troutman (KER)
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SIGNATURE:	/Becky L. Troutman/
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DATE SIGNED:	03/07/2022
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Total Attachments: 5

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The liens and security interests securing the indebtedness and other obligations incurred or arising under or evidenced by this instrument and the rights and obligations evidenced hereby with respect to such liens and security interests are subject to the provisions of that certain ABL Intercreditor Agreement (as the same may be amended or otherwise modified from time to time pursuant to the terms thereof, referred to in this paragraph as the “ABL Intercreditor Agreement”, dated as of October 14, 2020 among, BMO Harris Bank N.A., in its capacity as the ABL Agent (including its successors and assigns from time to time), Churchill Agency Services LLC, in its capacity as the First Lien Agent (including its successors and assigns from time to time), Alter Domus (US) LLC, in its capacity as the Second Lien Agent (including its successors and assigns from time to time) and certain other persons which may be or become parties thereto or become bound thereto from time to time. In the event of any conflict between the terms of the ABL Intercreditor Agreement and this Agreement, the terms of the ABL Intercreditor Agreement shall govern and control, and each party to hereto hereby acknowledges that it is bound by the provisions of the ABL Intercreditor Agreement.

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of March 4, 2022 is made by Fineline Settings, LLC, a Delaware limited liability company, formerly Fineline Settings (DE), Inc. (the “Grantor”), in favor of BMO Harris Bank N.A. (“BMO”), as administrative agent (in such capacity, together with its successors and permitted assigns, “Agent”) for the Lenders and the Letter of Credit Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the ABL Credit Agreement, dated as of October 14, 2020 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among HG Intermediate, LLC, a Delaware limited liability company, the other Borrowers from time to time party thereto, the other Credit Parties from time to time party thereto, the Lenders from time to time party thereto and CAS, as Agent for the Lenders and the Letter of Credit Issuers, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Guaranty and Security Agreement dated as of October 14, 2020 in favor of the Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), as joined by Grantor pursuant to that certain Joinder Agreement, dated March 4, 2022, to guaranty the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the Letter of Credit Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the Letter of Credit Issuers to make their respective extensions of credit to the Borrowers thereunder, the Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding anything to the contrary, in no event shall the Trademark Collateral include any Excluded Property and no security interest is granted in any Excluded Property.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions, in each case, as determined in the Grantor's reasonable business judgment, in connection with their Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. The laws of the State of New York shall govern all matters arising out of, in connection with or relating to this Trademark Security Agreement, including its validity, interpretation, construction, performance and enforcement (including any claims sounding in contract or tort law arising out of the subject matter hereof and any determinations with respect to post-judgment interest).

[SIGNATURE PAGES FOLLOW]

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

FINELINE SETTINGS, LLC, as Grantor

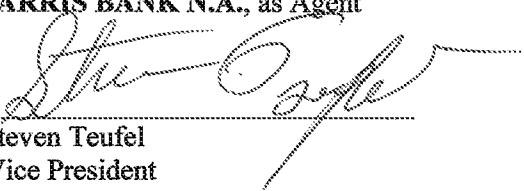
By: 
Name: Jesus Licon
Title: Chief Financial Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 007652 FRAME: 0220

ACCEPTED AND AGREED
as of the date first above written:

BMO HARRIS BANK N.A., as Agent

By: 
Name: Steven Teufel
Its: Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 007652 FRAME: 0221

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Serial Number	Registration Number	Registration Date	Word Mark	Registrant
88738542	6149588	9/8/2020	FINELINE	Fineline Settings, LLC
87782000	5541058	8/14/2018	SUPER SIPS	Fineline Settings, LLC
87781963	5541057	8/14/2018	REFORM	Fineline Settings, LLC
85378527	4220405	10/9/2012	FINELINE SETTINGS	Fineline Settings, LLC
85378264	4220401	10/9/2012	SILVER SPLENDOR	Fineline Settings, LLC
88273102	5999901	3/3/2020	SIGNATURE BLU	Fineline Settings, LLC
88274307	5855854	9/10/2019	SAVVI SERVE	Fineline Settings, LLC
88274240	5855853	9/10/2019	FLAIRWARE	Fineline Settings, LLC
88273539	5855844	9/10/2019	SOLID SQUARES	Fineline Settings, LLC
88273506	5855843	9/10/2019	WAVETRENDS	Fineline Settings, LLC
88273090	5855837	9/10/2019	GOLDEN SECRETS	Fineline Settings, LLC
88273049	5855836	9/10/2019	PLATTER PLEASERS	Fineline Settings, LLC
88274325	5849643	9/3/2019	CATERER CHOICE	Fineline Settings, LLC
88274294	5849642	9/3/2019	HERITAGE	Fineline Settings, LLC
88274314	5827431	8/6/2019	SILVER SECRETS	Fineline Settings, LLC
88273072	5827260	8/6/2019	TINY TEMPTATIONS	Fineline Settings, LLC
77932464	4376753	7/30/2013	QUENCHERS	Fineline Settings, LLC

2. TRADEMARK APPLICATIONS

None.