

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM713886

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Stonewall Kitchen, LLC		03/11/2022	Limited Liability Company: MAINE
Michel Design Works, Ltd.		03/11/2022	Limited Corporation: NEW YORK
Urban Accents, LLC		03/11/2022	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	ANTARES CAPITAL LP
Street Address:	500 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	Limited Partnership: DELAWARE

PROPERTY NUMBERS Total: 70

Property Type	Number	Word Mark
Registration Number:	2785394	STONEWALL KITCHEN
Registration Number:	1919989	STONEWALL KITCHEN
Registration Number:	4043969	STONEWALL KITCHEN
Registration Number:	4040626	STONEWALL KITCHEN FINE HOME KEEPING
Registration Number:	6291119	STONEWALL HOME
Registration Number:	2585068	CREATORS OF SPECIALTY FOODS
Registration Number:	3954230	CREATORS OF SPECIALTY FOODS
Registration Number:	4307974	CREATORS OF SPECIALTY FOODS
Registration Number:	5441259	STONEWALL KITCHEN
Registration Number:	2871352	TILLEN FARMS
Registration Number:	4047043	BADA BING CHERRIES
Registration Number:	5436909	FIRE & SPICED MARASCHINO CHERRIES
Registration Number:	5731896	TILLEN FARMS
Registration Number:	5467156	NAPA VALLEY NATURALS
Registration Number:	4167415	FROM SOIL TO SOUL

OP \$1765.00 2785394

Property Type	Number	Word Mark
Registration Number:	3962210	MONTEBELLO ESTABLISHED 1388
Registration Number:	3733092	NAPA VALLEY NATURALS
Registration Number:	2099201	NAPA VALLEY NATURALS
Registration Number:	2507754	LAPAS
Registration Number:	1408795	GARDEN TIME
Registration Number:	5843969	NUÑEZ DE PRADO
Registration Number:	6343975	GENTLEMEN'S COLLECTION
Registration Number:	5506781	VERMONT VILLAGE
Registration Number:	5491261	VERMONT VILLAGE
Registration Number:	2133104	URBAN ACCENTS
Registration Number:	2080121	URBAN ACCENTS
Registration Number:	5867620	BREW IT STRONG
Registration Number:	5992510	BREW IT STRONG
Registration Number:	2659480	COFFEE ROASTED FOR FRIENDS
Registration Number:	2959731	FREQUENT FRIEND
Registration Number:	6054649	SAVOR THE CARIBBEAN
Registration Number:	2741902	VERMONT COFFEE COMPANY
Registration Number:	3611583	VERMONT COFFEE COMPANY
Registration Number:	4858050	VERMONT COFFEE COMPANY COFFEE ROASTED FO
Registration Number:	6351160	VIVA CAFÉ
Registration Number:	4546695	VIVA CAFÉ DOMINICANO
Registration Number:	5318611	WE KNOW BOLD
Registration Number:	3897273	WE KNOW COLD
Registration Number:	6316329	WE KNOW FRENCH
Registration Number:	6296008	WE KNOW ITALIAN
Registration Number:	5581151	THE VILLAGE FRAGRANCE COMPANY
Registration Number:	5402065	THE VILLAGE FRAGRANCE COMPANY
Registration Number:	5355612	HAPPI HOME
Registration Number:	5311966	THE VILLAGE FRAGRANCE COMPANY
Registration Number:	5306797	TRADITIONS
Registration Number:	5306796	DECOR
Registration Number:	4837404	COLOURS
Registration Number:	2809525	SIMMERBLENDS
Registration Number:	2637330	CAR CANDLE
Registration Number:	2161759	VILLAGE CANDLE
Registration Number:	2291843	THE ART OF SPICE
Registration Number:	3255445	GOURMET GOBBLER
Registration Number:	5345941	YOUR CULINARY WINGMAN

Property Type	Number	Word Mark
Registration Number:	5345943	WE'VE GOT YOUR BACK IN THE KITCHEN
Registration Number:	6201546	POP'N WOW
Registration Number:	6203576	GRILL SUPERSTAR
Registration Number:	5334747	MICHEL DESIGN WORKS
Registration Number:	5334741	MICHEL DESIGN WORKS
Registration Number:	5334756	MICHEL DESIGN WORKS
Registration Number:	5334759	MICHEL DESIGN WORKS
Registration Number:	5334738	MICHEL DESIGN WORKS
Serial Number:	88713535	STONEWALL HOME
Serial Number:	90645500	STONEWALL HOME
Serial Number:	90678319	WHISKEY & MANUSCRIPTS
Serial Number:	90681565	COLOGNE & MUSK
Serial Number:	90681647	BILLIARDS & BOOKS
Serial Number:	90681713	SHAKEN & STIRRED
Serial Number:	90688742	ASH & EMBER
Serial Number:	90568747	FREQUENT FRIEND
Serial Number:	90525407	FRESH LAUNDRY

CORRESPONDENCE DATA

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: 8004945225
Email: ipteam@cogencyglobal.com
Correspondent Name: JAY DASILVA
Address Line 1: 1025 CONNECTICUT AVE., NW, STE. 712
Address Line 2: COGENCY GLOBAL INC.
Address Line 4: WASHINGTON, D.C. 20036

ATTORNEY DOCKET NUMBER:	1620708 TM
NAME OF SUBMITTER:	Margot Tolley
SIGNATURE:	/Margot Tolley/
DATE SIGNED:	03/11/2022

Total Attachments: 10

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**IP Security Agreement**”) dated March 11, 2022, is among the Persons listed on the signature pages hereof (collectively, the “**Grantors**”) and ANTARES CAPITAL LP (“**Antares**”), as collateral agent (the “**Collateral Agent**”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, SWK BUYER, INC., a Delaware corporation (the “**Borrower**”), SWK MIDCO I, INC., a Delaware corporation (the “**Holdco**”) have entered into that certain Credit Agreement, dated as of March 11, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), with the lenders from time to time party thereto (collectively, the “**Lenders**” and each, a “**Lender**”) and Antares, as Administrative Agent, Collateral Agent and an L/C Issuer. Capitalized terms defined in the Credit Agreement or in the Security Agreement (as defined below) and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement, as the case may be (and in the event of a conflict, the applicable definition shall be the one given to such term in the Security Agreement).

WHEREAS, as a condition precedent to the making of the Loans by the Lenders from time to time and the issuance of Letters of Credit by the L/C Issuers from time to time, the entry into Secured Hedge Agreements by the Hedge Banks from time to time and the entry into Secured Cash Management Agreements by the Cash Management Banks from time to time, each Grantor has executed and delivered that certain Security Agreement, dated as of March 11, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among the Grantors from time to time party thereto and the Collateral Agent.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed thereunder to execute this IP Security Agreement for recording with the USPTO and/or the USCO, as applicable.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

A. Grant of Security. Each Grantor, as collateral security for the prompt and complete payment and performance of the Secured Obligations of such Grantor, hereby grants to the Collateral Agent (and its successors and permitted assigns), for the benefit of the Secured Parties, a security interest in and to all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired by the undersigned (the “**Collateral**”):

a. all patents and patent applications, including, without limitation, those set forth in Schedule A hereto (the “**Patents**”);

b. all trademark and service mark registrations and applications, including, without limitation, those set forth in Schedule B hereto (provided that no security interest shall be

granted in United States intent-to-use trademark applications prior to the filing and acceptance 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 that, and solely so long as, the creation of a security interest therein or the assignment thereof would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law or result in the loss of any material rights therein), together with the goodwill symbolized thereby (the "**Trademarks**");

c. all copyrights, whether registered or unregistered, including, without limitation, the copyright registrations and applications set forth in Schedule C hereto (the "**Copyrights**");

d. all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

e. any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

f. any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing; provided that notwithstanding anything to the contrary contained in the foregoing clauses (a) through (e), the security interest created hereby shall not extend to, and the term "Collateral" shall not include, any Excluded Property.

B. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment or performance, as the case may be, of all Secured Obligations of such Grantor now or hereafter existing under or in respect of the Secured Documents (as such Secured Documents may be amended, restated, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)). Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations that would be owed by such Grantor to any Secured Party under the Secured Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, or reorganization or similar proceeding involving a Loan Party.

C. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks record this IP Security Agreement.

D. Execution in Counterparts; Electronic Execution. This IP Security Agreement may be executed in any number of 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. The

words “execution,” “execute,” “signed,” “signature,” and words of like import in this IP Security Agreement or any amendment or other modification hereof shall be deemed to include electronic signatures or the keeping of records in electronic form, 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, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

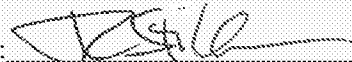
E. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

F. Governing Law; Jurisdiction; Etc. Sections 10.15, 10.16 and 10.17 of the Credit Agreement are hereby incorporated by reference, mutatis mutandis.


[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

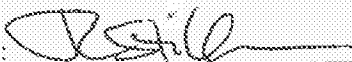
STONEWALL KITCHEN, LLC

By: 
Name: John Stiker
Title: Chief Executive Officer

MICHAEL DESIGN WORKS, LTD.

By: 
Name: John Stiker
Title: Chief Executive Officer

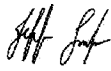
URBAN ACCENTS, LLC

By: 
Name: John Stiker
Title: Chief Executive Officer

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 007657 FRAME: 0645

ANTARES CAPITAL LP,
as Collateral Agent

By: 

Name: Jeffrey Lorefice
Title: Duly Authorized Signatory

Schedule A

Patents

None.

Schedule B

Trademarks

Registered Trademarks

Name of Mark	Owner	Jurisdiction	Registration Number
Stonewall Kitchen	Stonewall Kitchen, LLC	U.S.	2785394
Stonewall Kitchen	Stonewall Kitchen, LLC	U.S.	1919989
Stonewall Kitchen	Stonewall Kitchen, LLC	U.S.	4043969
Stonewall Kitchen Fine Home Keeping	Stonewall Kitchen, LLC	U.S.	4040626
Stonewall Home	Stonewall Kitchen, LLC	U.S.	6291119
Creators of Specialty Foods (stylized design mark)	Stonewall Kitchen, LLC	U.S.	2585068
Creators of Specialty Foods (word mark)	Stonewall Kitchen, LLC	U.S.	3954230
Creators of Specialty Foods (stylized design mark)	Stonewall Kitchen, LLC	U.S.	4307974
Stonewall Kitchen	Stonewall Kitchen, LLC	U.S.	5441259
Tillen Farms	Stonewall Kitchen, LLC	U.S.	2871352
Bada Bing Cherries	Stonewall Kitchen, LLC	U.S.	4047043
Fire & Spiced Maraschino Cherries	Stonewall Kitchen, LLC	U.S.	5436909
Tillen Farms	Stonewall Kitchen, LLC	U.S.	5731896
Napa Valley Naturals Design No 3	Stonewall Kitchen, LLC	U.S.	5467156
From Soil to Soul	Stonewall Kitchen, LLC	U.S.	4167415
Montebello Established 1388	Stonewall Kitchen, LLC	U.S.	3962210
Napa Valley Natural Design No. 2	Stonewall Kitchen, LLC	U.S.	3733092
Napa Valley Naturals Design No 1	Stonewall Kitchen, LLC	U.S.	2099201
Lapas	Stonewall Kitchen, LLC	U.S.	2507754
Garden Time	Stonewall Kitchen, LLC	U.S.	1408795
Nunez de Prado	Stonewall Kitchen, LLC	U.S.	5843969
Gentlemen's Collection	Stonewall Kitchen, LLC	U.S.	6,343,975
Vermont Village (word mark)	Stonewall Kitchen, LLC	U.S.	5506781
Vermont Village (design mark)	Stonewall Kitchen, LLC	U.S.	5491261
Urban Accents	Urban Accents, LLC	U.S.	2133104
Urban Accents	Urban Accents, LLC	U.S.	2080121
Brew it Strong (design)	Stonewall Kitchen, LLC	U.S.	5867620
Brew it Strong (design)	Stonewall Kitchen, LLC	U.S.	5992510
Coffee Roasted for Friends	Stonewall Kitchen, LLC	U.S.	2659480
Frequent Friend	Stonewall Kitchen, LLC	U.S.	2959731
Savor the Caribbean	Stonewall Kitchen, LLC	U.S.	6054649

Vermont Coffee Company	Stonewall Kitchen, LLC	U.S.	2741902
Vermont Coffee Company (design)	Stonewall Kitchen, LLC	U.S.	3611583
Vermont Coffee Company Coffee Roasted for Friends (design)	Stonewall Kitchen, LLC	U.S.	4858050
Viva Café	Stonewall Kitchen, LLC	U.S.	6351160
Viva Café Dominicano (design)	Stonewall Kitchen, LLC	U.S.	4546695
We Know Bold	Stonewall Kitchen, LLC	U.S.	5318611
We Know Cold	Stonewall Kitchen, LLC	U.S.	3897273
We Know French	Stonewall Kitchen, LLC	U.S.	6316329
We Know Italian	Stonewall Kitchen, LLC	U.S.	6296008
The Village Fragrance Company	Stonewall Kitchen, LLC	U.S.	5581151
The Village Fragrance Company	Stonewall Kitchen, LLC	U.S.	5402065
Happi Home	Stonewall Kitchen, LLC	U.S.	5355612
The Village Fragrance Company	Stonewall Kitchen, LLC	U.S.	5311966
Traditions	Stonewall Kitchen, LLC	U.S.	5306797
Decor	Stonewall Kitchen, LLC	U.S.	5306796
Colours	Stonewall Kitchen, LLC	U.S.	4837404
Simmerblends	Stonewall Kitchen, LLC	U.S.	2809525
Car Candle	Stonewall Kitchen, LLC	U.S.	2637330
Village Candle	Stonewall Kitchen, LLC	U.S.	2161759
The Art Of Spice	Urban Accents, LLC	U.S.	2291843
Gourmet Gobbler	Urban Accents, LLC	U.S.	3255445
Your Culinary Wingman	Urban Accents, LLC	U.S.	5345941
We've Got Your Back in the Kitchen	Urban Accents, LLC	U.S.	5345943
Pop' N Wow	Urban Accents, LLC	U.S.	6201546
Grill Superstar	Urban Accents, LLC	U.S.	6203576
MICHEL DESIGN WORKS and Design	Michel Design Works, Ltd.	U.S.	5334747
MICHEL DESIGN WORKS and Design	Michel Design Works, Ltd.	U.S.	5334741
MICHEL DESIGN WORKS and Design	Michel Design Works, Ltd.	U.S.	5334756
MICHEL DESIGN WORKS and Design	Michel Design Works, Ltd.	U.S.	5334759
MICHEL DESIGN WORKS and Design	Michel Design Works, Ltd.	U.S.	5334738

Trademark Applications

Name of Mark	Owner	Jurisdiction	Application Number
Stonewall Home	Stonewall Kitchen, LLC	U.S.	88713535

Stonewall Home	Stonewall Kitchen, LLC	U.S.	90645500
Whiskey & Manuscripts	Stonewall Kitchen, LLC	U.S.	90678319
Cologne & Musk	Stonewall Kitchen, LLC	U.S.	90681565
Billiards & Books	Stonewall Kitchen, LLC	U.S.	90681647
Shaken & Stirred	Stonewall Kitchen, LLC	U.S.	90681713
Ash & Ember	Stonewall Kitchen, LLC	U.S.	90688742
Frequent Friend	Stonewall Kitchen, LLC	U.S.	90568747
Fresh Laundry	Stonewall Kitchen, LLC	U.S.	90525407

Schedule C

Copyrights

None.