

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM717271

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
RST Brands, LLC		03/22/2022	Limited Liability Company: UTAH
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ZIONS BANCORPORATION, N.A.		
<b>Doing Business As:</b>	ZIONS FIRST NATIONAL BANK		
<b>Street Address:</b>	One South Main Street		
<b>Internal Address:</b>	Suite 300		
<b>City:</b>	Salt Lake City		
<b>State/Country:</b>	UTAH		
<b>Postal Code:</b>	84133		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6119767	SEGO LILY	
<b>Registration Number:</b>	5059600	FLOW WALL	
<b>Registration Number:</b>	5355691	PORTOFINO	
<b>Registration Number:</b>	5317736	VISTANO	
<b>Registration Number:</b>	4576364	SOLARFAST	
<b>Registration Number:</b>	5370637	RST BRANDS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	8013233369		
<b>Email:</b>	bowen@rqn.com		
<b>Correspondent Name:</b>	S. Brandon Owen		
<b>Address Line 1:</b>	36 South State Street		
<b>Address Line 2:</b>	Suite 1400		
<b>Address Line 4:</b>	Salt Lake City, UTAH 84111		
<b>NAME OF SUBMITTER:</b>	S. Brandon Owen		

OP \$165.00 6119767

<b>SIGNATURE:</b>	/S. Brandon Owen/
<b>DATE SIGNED:</b>	03/29/2022
<b>Total Attachments: 5</b> source=Trademark Security Agreement (RST Brands) EXECUTION COPY#page1.tif source=Trademark Security Agreement (RST Brands) EXECUTION COPY#page2.tif source=Trademark Security Agreement (RST Brands) EXECUTION COPY#page3.tif source=Trademark Security Agreement (RST Brands) EXECUTION COPY#page4.tif source=Trademark Security Agreement (RST Brands) EXECUTION COPY#page5.tif	

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this "Agreement"), dated as of March 22, 2022, is made by RST Brands, LLC, a Utah limited liability company ("Grantor"), in favor of Zions Bancorporation, N.A. dba Zions First National Bank (together with its successors and/or assigns, "Lender").

### WITNESSETH:

WHEREAS, Grantor and Lender have entered a Credit and Security Agreement dated as of the date hereof (as the same may be amended, restated, supplemented and/or otherwise modified from time to time, the "Loan Agreement"); and

WHEREAS, Pursuant to the Loan Agreement, Grantor has agreed to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises and to induce Lender to enter into the Loan Agreement, Grantor hereby agrees with Lender as follows:

**Section 1. Defined Terms.** Capitalized terms used herein without definition are used as defined in the Loan Agreement.

**Section 2. Grant of Security Interest in Trademark Collateral.** Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, hereby mortgages, pledges and hypothecates to Lender, and grants to Lender, a Lien on and security interest in all of its right, title and interest in and to the trademarks set forth on Schedule I attached hereto, and all proceeds and products thereof (the "Trademark Collateral").

**Section 3. Security Agreement.** The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Lender pursuant to the Loan Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between any provision of the Loan Agreement and any provision of this Agreement, the provisions of the Loan Agreement shall control.

**Section 4. Grantor Remains Liable.** Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its trademarks and trademark licenses subject to a security interest hereunder, in accordance with the terms of the Loan Agreement.

**Section 5. Counterparts.** This 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. Delivery of an executed signature page of this Agreement by electronic transmission

(including .pdf) shall be as effective as delivery of a manually executed counterpart hereof.

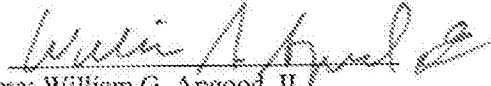
Section 6. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Utah.

[SIGNATURE PAGES FOLLOW]

1595462.02

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

**RST BRANDS, LLC**, as Grantor

By:   
Name: William G. Appgood, II  
Title: Manager

\*\*Signature Page - Trademark Security Agreement -- RST Brands, LLC\*\*

**TRADEMARK**  
**REEL: 007673 FRAME: 0293**

ACCEPTED AND AGREED  
as of the date first above written:

ZIONS BANCORPORATION, N.A., dba Zions First National Bank

By: Nick Griffith  
Name: Nick Griffith  
Title: SVP Capital Banking Mgr

SCHEDULE I TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

<u>Trademarks</u>	<u>Owner</u>	<u>Status in Trademark Office</u>	<u>Federal Registration No.</u>	<u>Registration Date</u>
Sego Lily	RST Brands, LLC	Live	611976	08/04/2020
Flow Wall	RST Brands, LLC	Live	5059600	10/11/2016
Portofino	RST Brands, LLC	Live	5355691	12/12/2017
Vistano	RST Brands, LLC	Live	5317736	10/24/2017
Solarfast	RST Brands, LLC	Live	4576364	07/29/2014
RST Brands	RST Brands, LLC	Live	5370637	01/02/2018