

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM719870

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BLUE SEA PRODUCTS, LLC		04/07/2022	Limited Liability Company: NEW JERSEY
RECEIVING PARTY DATA			
Name:	MANUFACTURERS AND TRADERS TRUST COMPANY		
Street Address:	1650 Market Street, Suite 3150		
City:	Philadelphia		
State/Country:	PENNSYLVANIA		
Postal Code:	19103		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	6654977	DELIVERING THE BEST IN CLASS	
Registration Number:	6543406	JOY OF THE KITCHEN	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	kareem.ansley@blankrome.com		
Correspondent Name:	KAREEM ANSLEY		
Address Line 1:	BLANK ROME LLP		
Address Line 2:	717 TEXAS AVENUE		
Address Line 4:	HOUSTON, TEXAS 77002		
ATTORNEY DOCKET NUMBER:	106896-01036		
NAME OF SUBMITTER:	KAREEM ANSLEY		
SIGNATURE:	/KAREEM ANSLEY/		
DATE SIGNED:	04/08/2022		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this “**Agreement**”) is made as of April 7, 2022, among the Grantor listed on the signature page hereof (the “**Grantor**”) and Manufacturers and Traders Trust Company, in its capacity as agent (in such capacity, “**Agent**”), for the Lenders (defined below).

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Revolving Credit and Security Agreement (as amended, amended and restated, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), dated as of the date hereof, by and among Blue Sea Products, LLC, a limited liability company organized under the laws of the State of New Jersey (“**Blue Sea**” and together with each Person joined to the Credit Agreement as a borrower from time to time, collectively, the “**Borrower**”), and Premier Sourcing Partners Ltd., a company formed under the laws of the Province of British Columbia, Canada (“**Premier**” and together with each Person joined to the Credit Agreement as a guarantor from time, collectively, the “**Guarantor**” and together with the Borrower, collectively the “**Loan Parties**” and each a “**Loan Party**”), the financial institutions which are now or which hereafter become a party thereto as lenders (the “**Lenders**”) and Agent, the Lenders agreed to make certain financial accommodations available to the Loan Parties from time to time pursuant to the terms and conditions thereof;

WHEREAS, pursuant to the Credit Agreement, Grantor is required to execute and deliver to Agent for the benefit of Lenders, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent for the benefit of Lenders, a continuing first priority security interest in Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “**Trademark Collateral**”):

(a) all of Grantor’s trademarks, trademark applications, service marks, trade names, mask works and associated goodwill (collectively, “**Trademarks**”), and licenses for any of the foregoing (“**Licenses**”), including those referred to on Schedule I hereto;

(b) all reissues, continuations, continuations-in-part, substitutes, extensions or renewals of and improvements on the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future infringement or dilution of any Trademark or any Trademark licensed under any License.

3. SECURITY FOR OBLIGATIONS. This Agreement and the security interest created hereby secure the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantor to Agent, the Lenders, or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving Grantor.

4. CREDIT AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Credit Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Agreement and the Credit Agreement, the terms of the Credit Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new Trademark Collateral, this Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Agent with respect to any such new Trademark Collateral and, without limiting Grantor's obligations under this Section 5, Grantor hereby authorizes Agent unilaterally to modify this Agreement by amending Schedule I to include any such new Trademark Collateral of Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. GRANTOR'S USE OF THE TRADEMARKS. Grantor shall be permitted to control and manage the Trademarks, including the right to exclude others from making, using or selling items covered by the Trademarks and any licenses thereunder, at Grantor's own cost and expense, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default has occurred and is continuing.

7. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

8. CONSTRUCTION. Section 1.4 of the Credit Agreement is hereby incorporated by reference, *mutatis mutandis*.

9. GOVERNING LAW. Section 14.1 of the Credit Agreement is hereby incorporated by reference, *mutatis mutandis*.

[Remainder of page intentionally left blank; signature page follows.]

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IN WITNESS WHEREOF, each 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.

GRANTORS:

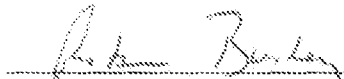
BLUE SEA PRODUCTS, LLC

By: 
Name: Thomas P. J. [unclear]
Title: Manager

Signature Page to Trademark Security Agreement

ACCEPTED AND
ACKNOWLEDGED BY:

MANUFACTURERS AND TRADERS TRUST
COMPANY, as Agent

By: 
Name: Robert Bushey
Title: Vice President

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademarks

Grantor	Type	Description of Trademark	Registration Date/(Application Date)	Registration Number/(Application Number)
Blue Sea Products, LLC	Registered Trademark	“DELIVERING THE BEST IN CLASS”	2/22/2022	6654977
Blue Sea Products, LLC	Registered Trademark	“JOY OF THE KITCHEN”	11/2/2021	6543406