

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM721267

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Technology Partners OpCo, LLC		04/14/2022	Limited Liability Company: DELAWARE
Goodie Two Sleeves, LLC		04/14/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Truist Bank		
Street Address:	214 Tryon Street		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28202		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5086298	ROW, ROW, ROW YOUR... OH	
Registration Number:	5081337	IF YOU'RE HAPPY & YOU KNOW IT CLAP YOUR.	
Registration Number:	4134773	GOODIE TWO SLEEVES	
Registration Number:	4996264	BEACHWOOD	
Registration Number:	5623704	FARM FED	
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>			
Phone:	4045723401		
Email:	morgan.roth@kslaw.com		
Correspondent Name:	King & Spalding LLP, ATTN: Morgan Roth		
Address Line 1:	1180 Peachtree Street, NE		
Address Line 2:	Suite 1600		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	52990.515200		
NAME OF SUBMITTER:	Morgan Roth		

OP \$140.00 5086298

SIGNATURE:	/Morgan Roth/
DATE SIGNED:	04/14/2022
Total Attachments: 5 source=Truist_TSC - Trademark Security Agreement [Executed]#page1.tif source=Truist_TSC - Trademark Security Agreement [Executed]#page2.tif source=Truist_TSC - Trademark Security Agreement [Executed]#page3.tif source=Truist_TSC - Trademark Security Agreement [Executed]#page4.tif source=Truist_TSC - Trademark Security Agreement [Executed]#page5.tif	

TRADEMARK SECURITY AGREEMENT

(Trademarks and Trademark Licenses)

TRADEMARK SECURITY AGREEMENT, dated as of April 14, 2022, between TECHNOLOGY PARTNERS OPCO, LLC, a Delaware limited liability company (“**Technology**”), GOODIE TWO SLEEVES LLC (“**Goodie**”); and together with Technology, each a “**Grantor**”, and together, the “**Grantors**”), and TRUIST BANK, as Collateral Agent.

WHEREAS, each Grantor owns, or in the case of Trademark Licenses is a party to, the Trademark Collateral (as defined below);

WHEREAS, TECHNOLOGY PARTNERS OPCO, LLC, a Delaware limited liability company (“**Borrower**”), TECHNOLOGY PARTNERS INTERMEDIATE LLC, a Delaware limited liability company (“**Holdings**”), certain Subsidiaries from time to time party thereto, as Subsidiary Guarantors, the banks and financial institutions listed on the signature pages thereto or that become parties thereto after the Closing Date, as Lenders, and TRUIST BANK, as Collateral Agent and Administrative Agent, are parties to that certain Credit Agreement, dated as of April 14, 2022 (as amended, extended, restated, amended and restated, supplemented, waived or otherwise modified from time to time, the “**Credit Agreement**”);

WHEREAS, pursuant to (i) that certain Security Agreement, dated as of April 14, 2022 (as amended, extended, restated, amended and restated, supplemented, waived or otherwise modified from time to time, the “**Security Agreement**”), among the Borrower, Holdings, the other Grantors party thereto and Truist Bank, as Collateral Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the “**Grantee**”), and (ii) certain other Security Documents (including this Trademark Security Agreement), each Grantor secures the Secured Obligations by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in the Collateral of such Grantor, including all right, title and interest of such Grantor in, to and under the Trademark Collateral (as defined below); and

WHEREAS, terms defined in the Security Agreement (or whose definitions are incorporated by reference in Section 1 of the Security Agreement) and not otherwise defined herein have, as used herein, the respective meanings provided for therein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, subject to and upon the terms and conditions contained in the Security Agreement, each Grantor hereby grants to the Grantee, for the benefit of the Secured Parties, to secure the Secured Obligations, a continuing security interest in all of such Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or hereafter acquired or arising:

(i) each United States Trademark constituting Recordable Intellectual Property owned by the Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;

(ii) each Trademark License constituting Recordable Intellectual Property to which the Grantor is a party, including, without limitation, each Trademark License identified in Schedule 1 hereto; and

(iii) all Proceeds of, revenues from, and accounts and general intangibles arising out of, the foregoing;

provided that, notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include any Excluded Assets.

THE PARTIES HERETO AUTHORIZE AND REQUEST THAT THE COMMISSIONER OF PATENTS AND TRADEMARKS OF THE UNITED STATES RECORD THIS SECURITY INTEREST IN THE TRADEMARK COLLATERAL.

Upon any termination or release of the Trademark Collateral pursuant to paragraphs 15(a) through 15(c) of the Security Agreement, the Collateral Agent shall, at the expense of the relevant Grantor, promptly execute and deliver to such Grantor all UCC termination statements, releases of Intellectual Property Filings, and similar documents and take such other actions as such Grantor shall reasonably request in writing to evidence such termination or release of the Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by each Grantor to the Grantee pursuant to the Security Agreement. Each Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security 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 the provisions of this Trademark Security Agreement and the provisions of the Security Agreement, the provisions of the Security Agreement shall govern.

[Signature Pages Follow]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first written above.

TECHNOLOGY PARTNERS OPCO, LLC

By: 
Name: Barnett B. Koorse
Title: Chief Executive Officer

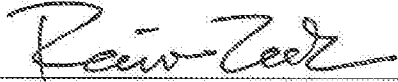
GOODIE TWO SLEEVES LLC

By: 
Name: Barnett B. Koorse
Title: Chief Executive Officer

Acknowledged:

TRUIST BANK,
as Collateral Agent

By:



Name: Rainer Zeck

Title: Managing Director

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 007692 FRAME: 0183

TECHNOLOGY PARTNERS OPCO, LLC

GOODIE TWO SLEEVES LLC

TRADEMARKS

Title	Owner	Registration No./Registration Date	Serial No./Filing Date
ROW, ROW, ROW YOUR... OH	Goodie Two Sleeves LLC	5086298 22-NOV-2016	86974926 13-APR-2016
IF YOU'RE HAPPY & YOU KNOW IT CLAP YOUR... OH	Goodie Two Sleeves LLC	5081337 15-NOV-2016	86953528 25-MAR-2016
GOODIE TWO SLEEVES	Goodie Two Sleeves LLC	4134773 01-MAY-2012	85405689 24-AUG-2011
BEACHWOOD	Technology Partners OpCo, LLC	4996264 12-JUL-2016	86659961 11-JUN-2015
FARM FED	Technology Partners OpCo, LLC	5623704 04-DEC-2018	87591888 31-AUG-2017

TRADEMARK LICENSES

None.