

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM722262

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GRANDVIEW GALLERY, LLC		04/18/2022	Limited Liability Company: TENNESSEE
RECEIVING PARTY DATA			
Name:	STIFEL BANK & TRUST		
Street Address:	12656 Olive Blvd.		
Internal Address:	Ste. 250		
City:	St. Louis		
State/Country:	MISSOURI		
Postal Code:	63141		
Entity Type:	Chartered Bank: MISSOURI		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	5237199	CORE BY GRANDVIEW	
Registration Number:	5321136	GRANDVIEW	
Registration Number:	5237198	GRANDVIEW	
Registration Number:	5321133	GRANDVIEW GALLERY	
Registration Number:	5250713	GRANDVIEW GALLERY	
Registration Number:	5237200	GV	
Registration Number:	5260495	GV GRANDVIEW GALLERY	
CORRESPONDENCE DATA			
Fax Number:	3124607000		
<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:	312-460-5000		
Email:	slott@seyfarth.com		
Correspondent Name:	Stephen D. Lott		
Address Line 1:	233 S. Wacker Drive		
Address Line 2:	Suite 8000		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	104965-000014		

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NAME OF SUBMITTER:	Stephen D. Lott
SIGNATURE:	/Stephen D. Lott/
DATE SIGNED:	04/19/2022
Total Attachments: 7 source=07 - PATENT AND TRADEMARK SECURITY AGREEMENT(82232731v1)#page1.tif source=07 - PATENT AND TRADEMARK SECURITY AGREEMENT(82232731v1)#page2.tif source=07 - PATENT AND TRADEMARK SECURITY AGREEMENT(82232731v1)#page3.tif source=07 - PATENT AND TRADEMARK SECURITY AGREEMENT(82232731v1)#page4.tif source=07 - PATENT AND TRADEMARK SECURITY AGREEMENT(82232731v1)#page5.tif source=07 - PATENT AND TRADEMARK SECURITY AGREEMENT(82232731v1)#page6.tif source=07 - PATENT AND TRADEMARK SECURITY AGREEMENT(82232731v1)#page7.tif	

PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of April 18, 2022, is executed by GRANDVIEW GALLERY, LLC, a Tennessee limited liability company (the “Grantor”), to and for the benefit of STIFEL BANK & TRUST, as administrative agent (the “Administrative Agent”) for the lenders (the “Lenders”) from time to time party to the Credit Agreement described below.

RECITALS

A. The Grantor and certain of its affiliates have entered into that certain Credit and Security Agreement dated as of December 31, 2021, as amended by that Joinder and First Amendment to Loan documents of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) with various financial institutions and the Administrative Agent, pursuant to which such financial institutions have agreed to make loans to, and issue or participate in letters of credit for the account of, Grantor and certain of its affiliates. Capitalized terms used in this Agreement and not otherwise defined shall have the meanings given to them in the Credit Agreement.

B. As a condition to the closing of the transactions referenced in the Credit Agreement, the Grantor is required to enter into this Agreement in favor of the Administrative Agent.

C. Pursuant to the terms of the Credit Agreement, Grantor has granted to the Administrative Agent, for the benefit of the Lenders, a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired patent and trademark registrations, applications, and licenses of Grantor (except to the extent constituting Excluded Property), and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantor under the Credit Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement, the Grantor does hereby grant to the Administrative Agent, for the benefit of the Lenders, a continuing security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark

application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the “Trademark Collateral”);

- (4) each patent and patent application, including, without limitation, each patent and patent application referred to in Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (5) each patent license, including, without limitation, each patent license listed on Schedule 2 annexed hereto, together with all goodwill associated therewith; and
- (6) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in Schedule 2 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 2 and any patent licensed under any patent license listed on Schedule 2 annexed hereto (items 4 through 6 being herein collectively referred to as the “Patent Collateral”).

This security interest is granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Credit Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral and the Patent 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.

[signature page follows]

The Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

GRANDVIEW GALLERY, LLC

By: 

Name: Steve Cobb

Title: Chairman of the Board

[Signature Page to Patent and Trademark Security Agreement]

TRADEMARK
REEL: 007696 FRAME: 0106

Acknowledged:

STIFEL BANK & TRUST,
as Administrative Agent

By: 

Joel McPeak
Vice President

[Signature Page to Patent and Trademark Security Agreement]