

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM726222

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	First Lien Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
LightningLabels.com LLC		05/06/2022	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Credit Suisse AG, Cayman Islands Branch, as Collateral Agent		
<b>Street Address:</b>	11 Madison Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10010		
<b>Entity Type:</b>	The Cayman Islands Branch of a Swiss banking corporation: SWITZERLAND		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5310028	LIGHTNING LABELS	
<b>Registration Number:</b>	5330849	LIGHTNINGQUOTE	
<b>Registration Number:</b>	2758571	LIGHTNING LABELS	
<b>Registration Number:</b>	4162220	PRINT360	
<b>Serial Number:</b>	97074602	CUSTOM LABELS AND STICKERS PRINTED LIGHT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2127514864		
<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>	12129061216		
<b>Email:</b>	angela.amaru@lw.com		
<b>Correspondent Name:</b>	Latham & Watkins LLP c/o Angela M. Amaru		
<b>Address Line 1:</b>	1271 Avenue of the Americas		
<b>Address Line 4:</b>	New York, NEW YORK 10020		
<b>ATTORNEY DOCKET NUMBER:</b>	030786-1104		
<b>NAME OF SUBMITTER:</b>	Angela M. Amaru		
<b>SIGNATURE:</b>	/s/Angela M. Amaru		
<b>DATE SIGNED:</b>	05/06/2022		

CH \$140.00 5310028

**Total Attachments: 4**

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FIRST LIEN TRADEMARK SECURITY AGREEMENT, dated as of May 6, 2022 (this “Agreement”), entered into by LightningLabels.com LLC, a Delaware limited liability company (the “Grantor”), in favor of Credit Suisse AG, Cayman Islands Branch, as collateral agent (together with its successors in such capacity, the “Collateral Agent”).

Reference is made to (a) the First Lien Credit Agreement, dated as of December 14, 2021 (as amended by that certain Amendment No. 1 to First Lien Credit Agreement, dated as of April 29, 2022, and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “First Lien Credit Agreement”), by and among, inter alios, Merion Rose, Inc., a Delaware corporation (“Holdings”), BW Holding, Inc., a Delaware corporation (the “Borrower”), the lenders party thereto from time to time (the “Lenders”), the Issuing Banks party thereto from time to time and Credit Suisse AG, Cayman Islands Branch, as administrative agent, and (b) the First Lien Collateral Agreement, dated as of December 14, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “First Lien Collateral Agreement”), by and among, Holdings, the Borrower, the other Grantors from time to time party thereto and the Collateral Agent. The Grantor hereby agrees as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the First Lien Collateral Agreement or if not therein defined, in the First Lien Credit Agreement. The rules of construction specified in Section 1.01(b) of the First Lien Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under the U.S. Trademarks constituting Collateral listed on Schedule I attached hereto (the “Trademark Collateral”). Notwithstanding the foregoing, the term “Trademark Collateral” shall not include any Excluded Asset. This Agreement is not to be construed as an assignment of any Trademark Collateral.

SECTION 3. Collateral Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the First Lien Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the First Lien Collateral Agreement. In the event of any conflict between the terms of this Agreement and the First Lien Collateral Agreement, the terms of the First Lien Collateral Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile electronic mail (including “.pdf”, “.tif” or similar format) or any electronic signature complying with the U.S. federal ESIGN Act of 2000 or the New York Electronic Signature and Records Act or other transmission method shall be deemed to have been duly and validly delivered and be valid and effective for all purposes to the fullest extent permitted by Requirements of Law.

SECTION 5. GOVERNING LAW. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

SECTION 6. (a) This Agreement, the Security Interest and all other security interests granted hereby shall terminate immediately and automatically upon the Termination Date.


(b) The Security Interest and all other security interests in the Collateral granted hereby shall also immediately and automatically terminate and be released in whole or in part at the time or times and in the manner set forth in Section 9.15 of the First Lien Credit Agreement (including as described therein with respect to any release of a Subsidiary Guarantor or any Collateral prior to the Termination Date).

(c) In connection with any termination or release pursuant to this Section 6, the Collateral Agent shall execute and deliver to any Grantor, at such Grantor's expense, all documents that such Grantor shall reasonably request to evidence such termination or release and shall perform such other actions reasonably requested by such Grantor to effect such release, including delivery of certificates, securities and instruments. Any execution and delivery of documents by the Collateral Agent pursuant to this Section 6 shall be without recourse to or warranty by the Collateral Agent or any other Secured Party.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned Grantor has duly executed this Agreement as of the date first above written.

LIGHTNINGLABELS.COM LLC,  
as the Grantor

By:   
Name: Mark Pollard  
Title: Chief Executive Officer