

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM734216

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900686690		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
M & B ENTERPRISE, LLC		04/07/2022	Limited Liability Company: CONNECTICUT
RECEIVING PARTY DATA			
Name:	FIRST MERCHANTS BANK		
Street Address:	200 East Jackson Street		
City:	Muncie		
State/Country:	INDIANA		
Postal Code:	47305		
Entity Type:	Chartered Bank: INDIANA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5230588	FRAME IT EASY	
Registration Number:	5818437	FRAME IT EASY	
Registration Number:	3745549	FRAMERS BRAND	
CORRESPONDENCE DATA			
Fax Number:	3127056030		
<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:	312-705-6027		
Email:	christina.giza@icemiller.com		
Correspondent Name:	Christina Giza		
Address Line 1:	200 W. Madison Street		
Address Line 2:	Suite 3500		
Address Line 4:	Chicago, ILLINOIS 60606		
NAME OF SUBMITTER:	Christina Giza		
SIGNATURE:	/Christina Giza/		
DATE SIGNED:	06/13/2022		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this “Agreement”), dated as of April 7, 2022, is made by **M & B ENTERPRISE, LLC**, a Connecticut limited liability company (immediately upon the consummation of the Closing Date Acquisition and giving effect to the Closing Date Assignment, “Grantor”), in favor of **FIRST MERCHANTS BANK**, an Indiana state banking institution with a mailing address of 200 East Jackson Street, Muncie, Indiana 47305 (together with and its successors and assigns, “Secured Party”), in connection with that certain Credit Agreement, dated as of the date hereof (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among Grantor, Secured Party, and FIE Holdings LLC, a Delaware limited liability company (“Holdco”). Capitalized terms used but not defined herein have the respective meanings ascribed to such terms in the Credit Agreement.

RECITALS

A. Subject to the terms and conditions set forth in the Credit Agreement, Secured Party has agreed to advance certain loans to Grantor from time to time in accordance therewith (collectively, the “Loans”).

B. To secure its obligations in connection with the Loans, among other things, Grantor has entered into that certain Security Agreement, dated as of the date hereof, by and among Grantor, Secured Party and Holdco (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the “Security Agreement”), pursuant to which Grantor granted to Secured Party a security interest in and Lien on substantially all property of Grantor, including, without limitation, all right, title and interest of Grantor in, to and under the Collateral (as defined below).

C. As a condition to the effectiveness of the Credit Agreement, Grantor is required to execute and deliver this Agreement in favor of Secured Party.

As consideration for the mutual agreements set forth herein, and for other good and valuable consideration the sufficiency of which is hereby acknowledged, Grantor hereby grants to Secured Party a security interest in and Lien on all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter acquired or arising (collectively, the “Collateral”):

- (1) each trademark registration, trademark application, and trademark license, including, without limitation, each trademark registration, trademark application, and trademark license referred to in **Schedule 1** annexed hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof, excluding only United States intent-to-use trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;
- (2) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
- (3) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

- (4) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the Collateral, and Secured Party's security interest therein made and granted by Grantor herein, are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Agreement upon Secured Party's request.

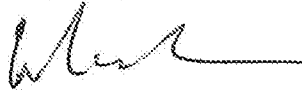
[REMAINDER OF PAGE INTENTIONALLY BLANK – SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE -- SECURITY AGREEMENT]

IN WITNESS WHEREOF, intending to be legally bound, each Debtor has caused this Agreement to be duly executed as of the date first above written.


DEBTORS:

FIE HOLDINGS, LLC, a Delaware limited liability company

By: 
Name: William Z. Lunsford
Title: President and Chief Executive Officer

M & B ENTERPRISE, LLC, a Connecticut limited liability company

By: FIE Holdings LLC, its sole member

By: 
Name: William Z. Lunsford
Title: President and Chief Executive Officer

Accepted:

LENDER:

FIRST MERCHANTS BANK,
an Indiana state banking institution

By: _____
Name: Brice Carr
Title: Vice President

[SIGNATURE PAGE - TRADEMARK SECURITY AGREEMENT]

Grantor has caused this Agreement to be duly executed by its duly authorized officer or other duly authorized representative thereunto as of the date first set forth above.

M & B ENTERPRISE, LLC, as Grantor

By: FIE Holdings LLC, its sole member

By: _____

Name: William Z. Lunsford

Title: President and Chief Executive Officer

Accepted and Agreed:

FIRST MERCHANTS BANK,
as Secured Party

By: Brice Carr

Name: Brice Carr

Title: Vice President

SCHEDULE 1

Mark	Jurisdiction	Registration Number	Registration Date	Status
FRAME IT EASY	USPTO	5,230,588	June 27, 2017	Active
FRAME IT EASY	USPTO	5,818,437	July 30, 2019	Active
FRAMERS BRAND	USPTO	3,745,549	Feb. 2, 2010	Active