

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM732630

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Gabriel Brothers, Inc.		10/26/2021	Corporation: WEST VIRGINIA
RECEIVING PARTY DATA			
Name:	Jefferies Finance LLC		
Street Address:	520 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	4633992	GABES	
Registration Number:	4633993	GABES UNBELIEVABLE!	
Registration Number:	4738905	GABES	
Registration Number:	1527541	GABRIEL'S	
Registration Number:	1526253	GABRIEL'S	
Registration Number:	2008421	GABE'S	
Registration Number:	2555713	GABRIEL BROTHERS	
Registration Number:	1946999	GABRIEL BROTHERS	
Registration Number:	4633994	GABRIEL BROTHERS GB SINCE 1961	
Registration Number:	4633996	GREAT STYLES. FAMOUS BRANDS. AMAZING PRI	
Registration Number:	2108717	PREMIER GRAPHICS	
Registration Number:	4751368	RUGGED WEARHOUSE	
Registration Number:	2122183	RUGGED WEARHOUSE	
Registration Number:	4738922	UNBELIEVABLE!	
Registration Number:	4633995	UNBELIEVABLE! STYLES BRANDS PRICES	
Registration Number:	5498065	UNBELIEVABLE! REWARDS	
Registration Number:	5727236	G	
Registration Number:	5987751	UNBELIEVABLE FINDS. UNBEATABLE PRICES.	
Registration Number:	6249388	GABE'S FIND YOUR DEAL.	

CH \$490.00 4633992

CORRESPONDENCE DATA**Fax Number:**

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.

Email: zfields@kramerlevin.com**Correspondent Name:** Zachary B. Fields**Address Line 1:** 1177 Avenues of the Americas**Address Line 4:** New York, NEW YORK 10036

NAME OF SUBMITTER:	Zachary B. Fields
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SIGNATURE:	/Zachary B. Fields/
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DATE SIGNED:	06/06/2022
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Total Attachments: 7

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FIRST LIEN TRADEMARK SECURITY AGREEMENT

This FIRST LIEN TRADEMARK SECURITY AGREEMENT, dated as of October 26, 2021 (this “Agreement”), is made between GABRIEL BROTHERS, INC., a West Virginia corporation (the “Grantor”) and JEFFERIES FINANCE LLC, as first lien collateral agent (in such capacity, the “First Lien Collateral Agent”).

WITNESSETH:

WHEREAS, reference is hereby made to that certain First Lien Credit Agreement, dated as of October 26, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “First Lien Credit Agreement”), among MOUNTAINEER HOLDINGS CORPORATION, a Delaware corporation (“Holdings”), MOUNTAINEER MERGER CORPORATION, a Delaware corporation (the “Initial Borrower”), the Lenders party thereto and JEFFERIES FINANCE LLC, as First Lien Administrative Agent and First Lien Collateral Agent, and that certain First Lien Collateral Agreement, dated as of October 26, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “First Lien Collateral Agreement”), among Holdings, the Initial Borrower, the Grantors (as defined in the First Lien Collateral Agreement) from time to time party thereto and the First Lien Collateral Agent (together with its successors and assigns);

WHEREAS, the Lenders have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the First Lien Credit Agreement, and the obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of the First Lien Collateral Agreement, pursuant to which the Grantor is required to execute and deliver this Agreement evidencing the Security Interest (as defined below) granted in, to and under the Trademark Collateral (as defined below); and

WHEREAS, the Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made.

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, the parties hereby agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the First Lien Credit Agreement and the First Lien Collateral Agreement, as applicable. 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 unconditionally grants and pledges to the First Lien Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a continuing security interest (the “Security Interest”) in all of Grantor’s right, title and interest in, to and under United States Trademarks, including those listed on Schedule I attached hereto, and including all goodwill associated with and symbolized by such Trademarks and the right to receive all proceeds therefrom (the “Trademark Collateral”). This Agreement is not to be construed as an assignment of any Trademark or Trademark application. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use Trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a “Statement of Use” and issuance of a

“Certificate of Registration” pursuant to Section 1(d) of the Lanham Act or an accepted filing of an “Amendment to Allege Use” whereby such intent-to-use Trademark application is converted to a “use in commerce” application pursuant to Section 1(c) of the Lanham Act.

SECTION 3. Termination. Subject to Section 5.13 of the First Lien Collateral Agreement, upon the Termination Date, the security interest granted herein shall automatically terminate and be released, and the First Lien Collateral Agent shall execute, acknowledge, and deliver to the Grantor all instruments in writing in recordable form to evidence and release the collateral pledge, grant, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 4. First Lien Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the First Lien Collateral Agent with respect to the Trademark Collateral as more fully set forth in the First Lien Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. 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 5. 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 signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement. The words “execution,” “signed,” “signature” and words of like import in this Agreement shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act or any other similar state laws based on the Uniform Electronic Transactions Act.

SECTION 6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

GABRIEL BROTHERS, INC., as Grantor

By: 
Name: Jason Mazzola
Title: Chief Executive Officer and
President

JEFFERIES FINANCE LLC, as First Lien
Collateral Agent

By: _____
Name:
Title:

[Signature Page to First Lien Trademark Security Agreement]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

GABRIEL BROTHERS, INC., as Grantor

By: _____
Name:
Title:




JEFFERIES FINANCE LLC, as First Lien
Collateral Agent

By:  _____
Name: Brian Buoye
Title: Managing Director

Schedule I

United States Registered and Applied-For Trademarks

Owner	Serial Number or Registration Number	Mark
Gabriel Brothers, Inc.	4633992	
Gabriel Brothers, Inc.	4633993	
Gabriel Brothers, Inc.	4738905	
Gabriel Brothers, Inc.	1527541	GABRIEL'S
Gabriel Brothers, Inc.	1526253	
Gabriel Brothers, Inc.	2008421	GABE'S
Gabriel Brothers, Inc.	2555713	
Gabriel Brothers, Inc.	1946999	GABRIEL BROTHERS

Owner	Serial Number or Registration Number	Mark
Gabriel Brothers, Inc.	4633994	
Gabriel Brothers, Inc.	4633996	Great Styles. Famous Brands. Amazing Prices.
Gabriel Brothers, Inc.	2108717	PREMIER GRAPHICS
Gabriel Brothers, Inc.	4751368	
Gabriel Brothers, Inc.	2122183	RUGGED WEARHOUSE
Gabriel Brothers, Inc.	4738922	UNBELIEVABLE!
Gabriel Brothers, Inc.	4633995	
Gabriel Brothers, Inc.	5498065	UNBELIEVABLE! REWARDS

Owner	Serial Number or Registration Number	Mark
Gabriel Brothers, Inc.	5727236	
Gabriel Brothers, Inc.	5987751	<p data-bbox="876 730 1323 802">UNBELIEVABLE FINDS. UNBEATABLE PRICES.</p>
Gabriel Brothers, Inc.	6249388	