

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM738076

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GPD Companies, Inc.		06/30/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	U.S. Bank Trust Company, National Association, as Collateral Agent		
Street Address:	2 CONCOURSE PARKWAY NE, SUITE 800		
City:	ATLANTA		
State/Country:	GEORGIA		
Postal Code:	30328		
Entity Type:	NATIONAL ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6735584	GPD COMPANIES	
CORRESPONDENCE DATA			
Fax Number:	2165790212		
<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:	404-581-8358		
Email:	jmcneill@jonesday.com, pcyngier@jonesday.com		
Correspondent Name:	JACK MCNEILL/JONES DAY		
Address Line 1:	1221 PEACHTREE STREET, SUITE 400		
Address Line 4:	ATLANTA, GEORGIA 30361		
ATTORNEY DOCKET NUMBER:	425966-625043		
NAME OF SUBMITTER:	JACK MCNEILL		
SIGNATURE:	/JACK MCNEILL/		
DATE SIGNED:	06/30/2022		
Total Attachments: 6			
source=GPD -- Notes Trademark Security Agreement (June 2022 Supplement)#page1.tif			
source=GPD -- Notes Trademark Security Agreement (June 2022 Supplement)#page2.tif			
source=GPD -- Notes Trademark Security Agreement (June 2022 Supplement)#page3.tif			
source=GPD -- Notes Trademark Security Agreement (June 2022 Supplement)#page4.tif			
source=GPD -- Notes Trademark Security Agreement (June 2022 Supplement)#page5.tif			

CH \$40.00 6735584

NOTES TRADEMARK SECURITY AGREEMENT

This **NOTES TRADEMARK SECURITY AGREEMENT**, dated as of June 30, 2022 (this "**Agreement**"), is made by GPD Companies, Inc., a Delaware corporation (the "**Grantor**") in favor of U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as successor in interest to U.S. Bank, National Association ("**U.S. Bank**"), in its capacity as collateral agent for the Secured Parties (as defined in the Notes Pledge and Security Agreement defined below) (in such capacity and together with its successors and assigns in such capacity, the "**Collateral Agent**").

WHEREAS, pursuant to that certain Indenture, dated as of March 29, 2019, by and among the Grantor, as "Issuer" thereunder, GPD COMPANIES PARENT, INC., a Delaware corporation ("**Parent**"), the other Guarantors (as defined therein), and U.S. Bank, as Trustee (as defined therein) and as Collateral Agent (as amended, restated, amended and restated, refinanced, supplemented or otherwise modified from time to time, the "**Indenture**"), the Issuer has issued or will issue \$495,000,000 principal amount of 10.25% senior secured notes due 2026 (the "**Notes**");

WHEREAS, as a condition precedent of the Holders (as defined in the Notes Pledge and Security Agreement defined below) to purchase the Notes, the Grantor entered into a Notes Pledge and Security Agreement, dated as of March 29, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Notes Pledge and Security Agreement**"), by and among the Grantor, the Affiliates of the Grantor party thereto, the Trustee and the Collateral Agent, pursuant to which the Grantor assigned, transferred and granted to the Collateral Agent, its successors and permitted assigns, on behalf of and for the benefit of the Secured Parties, a continuing security interest in all of its right, title and interest in, to and under the Trademark Collateral (as defined below); and

WHEREAS, pursuant to the Notes Pledge and Security Agreement, the Grantor agreed to execute this Agreement, in order to record the security interest granted to the Collateral Agent for the benefit of the Secured Parties with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Defined Terms

Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Notes Pledge and Security Agreement, and if not defined therein, shall have the respective meanings given thereto in the Indenture.

SECTION 2. Grant of Security Interest in Trademark Collateral

SECTION 2.1 Grant of Security. The Grantor hereby assigns and transfers to the Collateral Agent, and hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of its right, title and interest in, to and under all of the following property, in each case, whether now owned by or owing to, or hereafter acquired by or arising in favor of the Grantor, and regardless of where located (collectively, the "**Trademark Collateral**") as security for the prompt and complete payment or performance, as the case may be, in full of the Indenture Obligations:

- (a) all trademarks (including service marks), trade names, trade dress, and logos, slogans and other indicia of origin and the registrations and applications for registration thereof, including, without limitation, the registrations and applications listed in Schedule A attached hereto, and the goodwill

of the business symbolized by the foregoing; (b) all registrations, registration applications and renewals of the foregoing; (c) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements, dilutions or violations thereof; (d) all rights to sue for past, present, and future infringements, dilutions or violations of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (e) all domestic rights corresponding to any of the foregoing.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any intent-to-use Trademark applications prior to the filing and acceptance with the United States Patent and Trademark Office of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein may impair the validity or enforceability of such intent-to-use Trademark applications under applicable law.

SECTION 3. Notes Pledge and Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Notes Pledge and Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Notes Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Notes Pledge and Security Agreement, the provisions of the Notes Pledge and Security Agreement shall control.

SECTION 4. Intercreditor Agreement

Notwithstanding anything herein to the contrary, the liens and security interests granted pursuant to this Agreement and the other Indenture Documents and the exercise of any right or remedy with respect to any Collateral hereunder and thereunder are subject to the provisions of the Intercreditor Agreement, dated as of March 29, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the “*Intercreditor Agreement*”), among Goldman Sachs Bank USA, as ABL Credit Facility Agent (as defined therein), U.S. Bank National Association, as Indenture Collateral Agent (as defined therein), certain other Persons party or that may become party thereto from time to time, and acknowledged by Parent and certain Restricted Subsidiaries of Parent party thereto. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

SECTION 5. Governing Law

THIS AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT, WHETHER IN TORT, CONTRACT (AT LAW OR IN EQUITY) OR OTHERWISE, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

SECTION 6. Counterparts

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all

such counterparts together shall constitute but one and the same instrument. Delivery of an executed signature page to this Agreement by facsimile transmission or by email as a “.pdf” or “.tif” attachment or other electronic transmission shall be as effective as delivery of a manually signed counterpart of this Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GPD COMPANIES, INC.,
as Grantor

By: 
Name: Michael Everett
Title: Chief Financial Officer

[Signature Page to Notes Trademark Security Agreement]

Accepted and Agreed:

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as Collateral Agent


By: Stephanie Cox
Name: Stephanie Cox
Title: Vice President

[Signature Page to Notes Trademark Security Agreement]

TRADEMARK
REEL: 007766 FRAME: 0535

SCHEDULE A
to
NOTES TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Owner	Trademark	Jurisdiction	Reg. # ("RN") / App. # ("AN")	Registration Date ("RD") / Filing Date ("FD")	Expiration Date
GPD Companies, Inc.		USA	RN: 6735584	RN: 05/24/2022	5/24/2032