

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM738456

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Duke Cannon Supply Company LLC		07/01/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	East West Bank, as Collateral Agent		
Street Address:	135 N. Los Robles Avenue, 3rd Floor		
City:	Pasadena		
State/Country:	CALIFORNIA		
Postal Code:	91101		
Entity Type:	Banking Association: CALIFORNIA		
PROPERTY NUMBERS Total: 41			
Property Type	Number	Word Mark	
Registration Number:	5357626	"BIG ASS BRICK OF SOAP"	
Registration Number:	6505729	BEST DAMN BEARD BALM	
Registration Number:	6505730	BEST DAMN BEARD OIL	
Registration Number:	6505731	BEST DAMN BEARD WASH	
Registration Number:	5254403	BIG AMERICAN BRICK OF SOAP	
Registration Number:	6112850	BIG ASS LUMP OF COAL	
Registration Number:	5150446	BLOODY KNUCKLES	
Registration Number:	5854258	CANNON BALM	
Registration Number:	6054574	COAL MINER	
Registration Number:	5188428	COLD SHOWER	
Registration Number:	6035317	CRANK THE COLD	
Registration Number:	5912635	D STOCK NO. 005	
Registration Number:	5770957	DRY ICE BODY POWDER	
Registration Number:	6051070	DUKE CANNON	
Registration Number:	5397304	DUKE CANNON SUPPLY CO.	
Registration Number:	5078161	DUKE CANNON SUPPLY CO.	
Registration Number:	6117569	DUKE CANNON SUPPLY CO.	
Registration Number:	5770958	GRUNT FOOT & BOOT POWDER	
Registration Number:	5582531	HOT SHAVE	

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Property Type	Number	Word Mark
Registration Number:	6035183	HURRICANE HOLD
Registration Number:	5454884	NEWS ANCHOR
Registration Number:	6114238	NEWS ANCHOR QUICK FIX
Registration Number:	5226436	NOT FOR CLOWNS
Registration Number:	5503167	OFFENSIVELY LARGE
Registration Number:	6065573	PROPER COLOGNE
Registration Number:	6468895	PUMPKIN SPICE LATTE
Registration Number:	6060001	QUICK BUFF
Registration Number:	6035182	SERIOUS FLOW
Registration Number:	5968481	SHAMPOO PUCK
Registration Number:	5503170	STANDARD ISSUE
Serial Number:	90336900	SHAMROCK THICK
Registration Number:	5687310	TACTICAL SCRUBBER
Registration Number:	5711735	THICK
Registration Number:	5788695	TRENCH WARFARE
Registration Number:	6278510	WORK HARDER. SMELL BETTER.
Registration Number:	5662856	YOUR HAIR IS A WEAPON
Serial Number:	90814813	STEEL TOE
Serial Number:	90546228	SUPERIOR GRADE
Serial Number:	97396303	TAHOE
Serial Number:	90380115	THICK IN A BOX
Serial Number:	97173343	THE WAGER D DUKE CANNON SUPPLY CO.

CORRESPONDENCE DATA

Fax Number: 3125774565

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.

Phone: 312-577-8265

Email: kristin.brozovic@katten.com

Correspondent Name: Kristin Brozovic c/o Katten

Address Line 1: 525 W Monroe St

Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	332779-99
NAME OF SUBMITTER:	Kristin Brozovic
SIGNATURE:	/Kristin Brozovic/
DATE SIGNED:	07/01/2022

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of July 1, 2022, is made by Duke Cannon Supply Company LLC, a Delaware limited liability company (“Grantor”), in favor of East West Bank, as collateral agent (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of July 1, 2022 (as the same may be amended, restated, supplemented and/or modified from time to time, the “Credit Agreement”), by and among the Borrowers, Holdings, the other Loan Parties (each as defined in the Credit Agreement) from time to time party thereto, the Lenders from time to time party thereto, and Collateral Agent, in its capacity as collateral agent and as administrative agent, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Collateral Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrowers; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and Collateral Agent to enter into the Credit Agreement and to induce the Lenders to make their extensions of credit to the Borrowers thereunder, the Grantor hereby agrees with Collateral Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the timely and complete payment or performance, as the case may be, when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby pledges and grants to Collateral Agent for the benefit of the Secured Parties, a Lien and security interest in, all of its right, title and interest in, to and under all of its Trademarks, including, but without limitation, those referred to on Schedule I hereto (the “Trademark Collateral”).

Notwithstanding the foregoing or anything else contained herein to the contrary, “Trademark Collateral” shall not include any United States “intent-to-use” trademark application, unless and until a statement of use or amendment to allege use is filed with and accepted by the United States Patent and Trademark Office or any other filing is made or circumstances otherwise change so that the interests of a Grantor in such trademarks is no longer on an “intent-to-use” basis, at which time the Trademark applications shall automatically be subject to the security interest granted herein, but such “intent-to-use” trademark applications are only excluded to the extent that, and solely during the period if any in which, the grant of a security interest therein would impair the validity or enforceability of such “intent-to-use” trademark applications (or the resulting trademark registrations).

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Collateral

Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

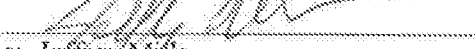
Section 4. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission or by Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.

Section 5. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

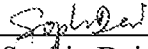
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

DUKE CANNON SUPPLY COMPANY LLC,
a Delaware limited liability company, as Grantor

By: 
Name: Jeffrey Mills
Title: Vice President and Assistant Secretary

ACCEPTED AND AGREED
As of the date first above written:

EAST WEST BANK, as Collateral Agent

By: 
Name: Sophia Dai
Title: First Vice President

SCHEDULE 1 TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

Mark	Application No.	Application Date	Registration No.	Registration Date	Status of Mark	Owner/Applicant
"BIG ASS BRICK OF SOAP"	87095596	7/7/2016	5357626	12/19/2017	Registered	Duke Cannon Supply Company LLC
BEST DAMN BEARD BALM	90154168	9/2/2020	6505729	10/5/2021	Registered	Duke Cannon Supply Company LLC
BEST DAMN BEARD OIL	90154169	9/2/2020	6505730	10/5/2021	Registered	Duke Cannon Supply Company LLC
BEST DAMN BEARD WASH	90154170	9/2/2020	6505731	10/5/2021	Registered	Duke Cannon Supply Company LLC
BIG AMERICAN BRICK OF SOAP	87129822	8/7/2016	5254403	8/1/2017	Registered	Duke Cannon Supply Company LLC
BIG ASS LUMP OF COAL	88754148	1/10/2020	6112850	7/28/2020	Registered	Duke Cannon Supply Company LLC
BLOODY KNUCKLES	87095622	7/7/2016	5150446	2/28/2017	Registered	Duke Cannon Supply Company LLC
CANNON BALM	87736857	12/28/2017	5854258	9/10/2019	Registered	Duke Cannon Supply Company LLC
COAL MINER	88362951	3/29/2019	6054574	5/12/2020	Registered	Duke Cannon Supply Company LLC
COLD SHOWER	87096400	7/7/2016	5188428	4/18/2017	Registered	Duke Cannon Supply Company LLC
CRANK THE COLD	88432826	5/16/2019	6035317	4/14/2020	Registered	Duke Cannon Supply Company LLC
D STOCK NO. 005 (& DESIGN)	88280473	1/29/2019	5912635	11/19/2019	Registered	Duke Cannon Supply Company LLC
DRY ICE BODY POWDER	87854022	3/28/2018	5770957	6/4/2019	Registered	Duke Cannon Supply Company LLC
DUKE CANNON	88410787	5/1/2019	6051070	5/12/2020	Registered	Duke Cannon Supply Company LLC
DUKE CANNON	87132154	8/9/2016	5397304	2/6/2018	Registered	Duke Cannon

Mark	Application No.	Application Date	Registration No.	Registration Date	Status of Mark	Owner/Applicant
SUPPLY CO.						Supply Company LLC
DUKE CANNON SUPPLY CO.	85624169	5/14/2012	5078161	11/8/2016	Registered	Duke Cannon Supply Company LLC
DUKE CANNON SUPPLY CO.	88754142	1/10/2020	6117569	8/4/2020	Registered	Duke Cannon Supply Company LLC
GRUNT FOOT & BOOT POWDER	87854025	3/28/2018	5770958	6/4/2019	Registered	Duke Cannon Supply Company LLC
HOT SHAVE	87740763	1/2/2018	5582531	10/9/2018	Registered	Duke Cannon Supply Company LLC
HURRICANE HOLD	88359912	3/27/2019	6035183	4/14/2020	Registered	Duke Cannon Supply Company LLC
NEWS ANCHOR	87398183	4/4/2017	5454884	4/24/2018	Registered	Duke Cannon Supply Company LLC
NEWS ANCHOR QUICK FIX	88172844	10/29/2018	6114238	7/28/2020	Registered	Duke Cannon Supply Company LLC
NOT FOR CLOWNS	87095628	7/7/2016	5226436	6/20/2017	Registered	Duke Cannon Supply Company LLC
OFFENSIVELY LARGE	87736871	12/28/2017	5503167	6/26/2018	Registered	Duke Cannon Supply Company LLC
PROPER COLOGNE	88406922	4/29/2019	6065573	5/26/2020	Registered	Duke Cannon Supply Company LLC
PUMPKIN SPICE LATTE	90336903	11/23/2020	6468895	8/31/2021	Registered	Duke Cannon Supply Company LLC
QUICK BUFF	88367564	4/2/2019	6060001	5/19/2020	Registered	Duke Cannon Supply Company LLC
SERIOUS FLOW	88359911	3/27/2019	6035182	4/14/2020	Registered	Duke Cannon Supply Company LLC
SHAMPOO PUCK	88133961	9/27/2018	5968481	1/21/2020	Registered	Duke Cannon Supply Company LLC
SHAMROCK THICK	90336900	11/23/2020	N/A	N/A	Published (Pending)	Duke Cannon Supply Company LLC
STANDARD ISSUE	87740609	1/2/2018	5503170	6/26/2018	Registered	Duke Cannon Supply Company

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Mark	Application No.	Application Date	Registration No.	Registration Date	Status of Mark	Owner/Applicant
						LLC
STEEL TOE	90814813	7/7/2021	N/A	N/A	Published (Pending)	Duke Cannon Supply Company LLC
SUPERIOR GRADE	90546228	2/25/2021	N/A	N/A	Pending	Duke Cannon Supply Company LLC
TACTICAL SCRUBBER	87736881	12/28/2017	5687310	2/26/2019	Registered	Duke Cannon Supply Company LLC
TAHOE	97396303	5/5/2022	N/A	N/A	Pending	Duke Cannon Supply Company LLC
THICK	88044115	7/19/2018	5711735	3/26/2019	Registered	Duke Cannon Supply Company LLC
THICK IN A BOX	90380115	12/14/2020	N/A	N/A	Published (Pending)	Duke Cannon Supply Company LLC
TRENCH WARFARE	87693619	11/21/2017	5788695	6/25/2019	Registered	Duke Cannon Supply Company LLC
THE WAGER D DUKE CANNON SUPPLY CO.	97173343	12/15/2021	N/A	N/A	Pending	Duke Cannon Supply Company LLC
WORK HARDER. SMELL BETTER.	88406927	4/29/2019	6278510	2/23/2021	Registered	Duke Cannon Supply Company LLC
YOUR HAIR IS A WEAPON	87736875	12/28/2017	5662856	1/22/2019	Registered	Duke Cannon Supply Company LLC

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RECORDED: 07/01/2022

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