

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM739874

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Confirmatory Grant of Security Interest in United States Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cozzini Bros., Inc.		07/08/2022	Corporation: ILLINOIS
RECEIVING PARTY DATA			
Name:	Canadian Imperial Bank of Commerce		
Street Address:	595 Bay Street, 7th Floor		
City:	Toronto, Ontario		
State/Country:	CANADA		
Postal Code:	M5G 2M8		
Entity Type:	Bank: CANADA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	97131628	COZZINI BROS	
Serial Number:	97114329	COZZINI	
Serial Number:	97076510	THE SHARPER SOLUTION	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	iprecordations@whitecase.com		
Correspondent Name:	Kennady Wade		
Address Line 1:	1221 6th Ave		
Address Line 4:	New York, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	1108582-0901-CZ43		
NAME OF SUBMITTER:	Kennady Wade		
SIGNATURE:	/Kennady Wade/		
DATE SIGNED:	07/08/2022		
Total Attachments: 5			
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**CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Confirmatory Grant**”) is made effective as of July 8, 2022 by and from Cozzini Bros., Inc. (the “**Grantor**”), to and in favor of Canadian Imperial Bank of Commerce, for itself and as Agent (as defined in the Credit Agreement referenced below) for the Secured Parties (as defined in the Credit Agreement referenced below) (in such capacities, the “**Grantee**”).

WHEREAS, Cozzini Bros., Inc., as Borrower, Canadian Imperial Bank of Commerce, as Agent and the lenders from time to time party thereto (the “**Lenders**”) have entered into that certain Senior Secured Credit Agreement, dated as of July 8, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”).

WHEREAS, the Grantor and certain other Subsidiaries of the Borrower have entered into a U.S. Pledge and Security Agreement dated as of July 8, 2022 (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**U.S. Security Agreement**”).

WHEREAS, the Grantor owns the trademarks listed on Schedule A attached hereto (the “**Trademarks**”), which Trademarks are pending or registered with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been executed in conjunction with the security interest granted under the U.S. Security Agreement to the Grantee for the benefit of the Secured Parties. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the U.S. Security Agreement, the provisions of the U.S. Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the prompt and complete performance and payment of all the Secured Obligations (as defined in the U.S. Security Agreement).

(b) The Grantor hereby pledges and grants to the Grantee, on behalf of and for the benefit of the Secured Parties, a security interest in all of the Grantor’s right, title and interest, wherever located and whether now owned or hereafter acquired, in and to (1) its trademarks (including service marks), trade names, trade styles, trade dress and the registrations and applications for registration thereof, including the Trademarks and the goodwill of the business symbolized by the foregoing; (2) all renewals of the foregoing; (3) all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (4) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing and (5) all rights corresponding to any of the foregoing throughout the world.

3) Governing Law. THIS CONFIRMATORY GRANT AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS CONFIRMATORY GRANT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant effective as of the date first written above.

COZZINI BROS., INC.

By: Edward Finnegan - 1
Name: Edward Finnegan
Title: President & CEO

Acknowledged and accepted:

CANADIAN IMPERIAL BANK OF COMMERCE,
as Agent and Grantee

By  _____

Name: Vidur Parmar
Title: Authorized Signatory

By  _____

Name: Adam Brush
Title: Authorized Signatory

Signature Page to Grant of Security Interest in United States Trademarks

TRADEMARK
REEL: 007774 FRAME: 0024

Trademarks

Mark	App. No.	App. Date	Reg. No.	Reg. Date
COZZINI BROS	97131628	18-Nov-21	N/A	N/A
COZZINI	97114329	8-Nov-21	N/A	N/A
THE SHARPER SOLUTION	97076510	15-Oct-21	N/A	N/A