

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM740271

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Rain Unlimited, LLC		11/05/2021	Limited Liability Company: OREGON
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A.		
<b>Street Address:</b>	10 South Dearborn, Floor L2, SUITE IL1-1145		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2772764	THE ULTIMATE COLLECTION	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	3127018637		
<b>Email:</b>	IPDocket@mayerbrown.com		
<b>Correspondent Name:</b>	William R. Siegel, Mayer Brown LLP		
<b>Address Line 1:</b>	P.O. BOX 2828		
<b>Address Line 4:</b>	CHICAGO, ILLINOIS 60690-2828		
<b>ATTORNEY DOCKET NUMBER:</b>	21692670		
<b>NAME OF SUBMITTER:</b>	William R. Siegel		
<b>SIGNATURE:</b>	/william r siegel/		
<b>DATE SIGNED:</b>	07/11/2022		
<b>Total Attachments: 6</b>			
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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “Agreement”) dated as of November 5, 2021 is among the Grantor listed on the signature pages hereto (the “Grantor”), and JPMORGAN CHASE BANK, N.A. (the “Lender”) on behalf of the Secured Parties (as defined in the Security Agreement, defined below).

### WITNESSETH

WHEREAS, pursuant to a Credit Agreement, dated as of the date hereof (as amended, supplemented, amended and restated or otherwise modified from time to time, the “Credit Agreement”), by and among the Grantor, the other Loan Parties party thereto and the Lender, the Lender has extended Commitments to make Loans and issue Letters of Credit to the Borrower;

WHEREAS, the Grantor has entered into a Pledge and Security Agreement dated as of the date hereof, by and among the Grantor, the other Loan Parties party thereto and the Lender (as amended, supplemented, restated, replaced or otherwise modified from time to time, the “Security Agreement”); and

WHEREAS, as a condition precedent to the making of the Loans and issuance of Letters of Credit, the Grantor is required to execute and deliver this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of the Lender and each other Secured Party, as follows:

**Section 1. Definitions.** Unless otherwise defined herein, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement or Credit Agreement, as applicable. The following terms shall have the following meanings:

“Intellectual Property” means all rights, title and interests in or relating to intellectual property and industrial property arising under any Requirement of Law and all IP Ancillary Rights relating thereto, including all Copyrights, Patents, Trademarks, Internet domain names, Trade Secrets and IP Licenses.

“IP Ancillary Rights” means, with respect to any Intellectual Property, as applicable, all divisionals, reversions, continuations, continuations-in-part, reissues, reexaminations, renewals and extensions of, such Intellectual Property, all foreign counterparts thereto, and all income, royalties, proceeds and Liabilities at any time due or payable or asserted under or with respect to any of the foregoing or otherwise with respect to such Intellectual Property throughout the world, including all rights to sue or recover at law or in equity for any past, present or future infringement, misappropriation, dilution, violation or other impairment thereof.

**Section 2. Grant of Security Interest in the Collateral.** The Grantor grants to the Lender for the benefit of the Secured Parties a continuing lien on and security interest in all of the following property of the Grantor (the “Collateral”), whether now owned or hereafter acquired:

(a) **Trademarks.** Trademarks, whether now owned or hereafter acquired, or in which the Grantor now has or hereafter acquires any rights (the term “Trademarks” means (a) all right, title and interests in trademarks, trade names, trade dress, trade styles, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers (and all related IP Ancillary Rights), and the goodwill associated therewith, now existing or hereafter adopted or acquired, including all registrations and recordations thereof, and all applications in connection therewith, registered or submitted with the United States Patent and Trademark Office or any similar office or agency outside the United States; and (b) all renewals thereof, including, without limitation, each Trademark application and registration listed on Schedule A hereto);

(b) **Licenses.** IP Licenses in respect of any Trademark, whether now owned or hereafter acquired, or in which the Grantor now has or hereafter acquires any rights (the term “IP Licenses” means all agreements granting any right, title and interest in or to any Intellectual Property under which the Grantor is a licensor); and

(c) **Proceeds and Products.** All proceeds and products of the foregoing and all insurance of the foregoing and proceeds thereof, whether now existing or hereafter arising, including, without limitation, (A) any claims by the Grantor against third parties for damages by reason of past, present or future infringement or dilution of any Trademark or of any Trademark licensed under any IP License, or for injury to the goodwill of the business connected with the use of, or symbolized by, any Trademark or of any Trademark licensed under any IP License, and (B) any claim by the Grantor against third parties for damages by reason of past, present or future misappropriation or wrongful use or disclosure of any trade secret or other property or right described above or of any such trade secret or other property or right licensed under any license or agreement described above, and together with the right to sue for and collect the damages described in the immediately preceding clause (A).

Notwithstanding anything to the contrary in clauses (a) - (c) above, the security interest created by this Agreement shall not extend to, and the term “Collateral” shall not include (i) any “intent-to-use” application for registration of a trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law, or (ii) assets in respect of which pledges and security interests are prohibited by applicable U.S. law, rules or regulations or agreements with any U.S. governmental authority (other than to the extent that such prohibition would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408, 9-409 or other applicable provisions of the UCC of any relevant jurisdiction or any other applicable law); provided that, immediately upon the ineffectiveness, lapse or termination of any such prohibitions, such assets shall automatically cease to be excluded from the Collateral.

**Section 3. Security Agreement.** The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Lender for the benefit of the Secured Parties pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the 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 Security Agreement, the provisions of the Security Agreement shall control.

**Section 4. Continuing Agreement.** This Agreement shall be a continuing agreement in every respect and shall remain in full force and effect until payment in full of all Secured Obligations.

**Section 5. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.** The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning of any provision hereof.

[signature pages follow]


IN WITNESS WHEREOF, the Grantor has caused this Agreement to be duly executed and delivered as of the date first above written.

RAIN UNLIMITED, LLC

By:

Name:

Title:


  
\_\_\_\_\_  
David M. Maher  
\_\_\_\_\_  
Chief Financial Officer  
\_\_\_\_\_

*Signature Page to Trademark Security Agreement*

**TRADEMARK**  
**REEL: 007776 FRAME: 0323**

Accepted and agreed to as of the date first above written.

JPMORGAN CHASE BANK, N.A., as Lender

By:   
Name: MICHAEL SACHWITZ  
Title: AUTHORIZED OFFICER

Signature Page to Copyright Security Agreement

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**TRADEMARK**  
**REEL: 007776 FRAME: 0324**

**SCHEDULE A**

<b>Ser. No.</b>	<b>Registration/ Application No.</b>	<b>Mark</b>	<b>Jurisdiction</b>	<b>Owner of Record</b>
	2,772,764	"The Ultimate Collection"	United States	Rain Unlimited, LLC