

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM760706

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
UFM INTERMEDIATE B LLC		10/12/2022	Limited Liability Company: DELAWARE
COFM OPCO LLC		10/12/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	FORTRESS CREDIT CORP.		
Street Address:	1345 Avenue of the Americas		
Internal Address:	46th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10105		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1690663	COOKS	
Registration Number:	5943245		
Registration Number:	2561470	KELLER'S FLEA MARKET	
Registration Number:	6840827	COMIDA PARK	
CORRESPONDENCE DATA			
Fax Number:	4154391500		
<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:	maria.banda@kirkland.com		
Correspondent Name:	Maria Banda		
Address Line 1:	Kirkland & Ellis, LLP		
Address Line 2:	555 California Street, Suite 2700		
Address Line 4:	San Francisco, CALIFORNIA 94104		
ATTORNEY DOCKET NUMBER:	11553-117		
NAME OF SUBMITTER:	Maria Banda		
SIGNATURE:	/Maria Banda/		

CH \$115.00 1690663

DATE SIGNED:	10/12/2022
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of October 12, 2022 (this “**Agreement**”), is made by UFM Intermediate B LLC, a Delaware limited liability company, and COFM OPCO LLC, a Delaware limited liability company (collectively, the “**Grantors**” and each a “**Grantor**”), in favor of Fortress Credit Corp., as administrative agent and collateral agent for the Lenders (in such capacity and together with its successors and permitted assigns in such capacity, the “**Agent**”).

Reference is made to the Credit and Security Agreement, dated as of October 12, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit and Security Agreement**”), by and among UFM Intermediate A LLC, a Delaware limited liability company (“**Holdings**”), the Grantors, each other Loan Party party thereto from time to time, the financial institutions party thereto from time to time as lenders (the “**Lenders**”) and the Agent.

WHEREAS, pursuant to the Credit and Security Agreement, each Grantor agreed to execute and deliver this Agreement, in order to record the security interest granted to the Agent for the benefit of the Lenders with the United States Patent and Trademark Office (“**USPTO**”).

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor hereby agrees with the Agent as follows:

SECTION 1. Defined Terms

Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Credit and Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral

Each Grantor hereby grants to the Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under all of the following (collectively, the “**Trademark Collateral**”), as collateral security for the Obligations: (a) the trademark registrations and applications listed on Schedule A attached hereto, (b) all extensions or renewals of any of the foregoing, (c) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (d) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill and (e) all proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages and proceeds of suit.

SECTION 3. Security Agreement

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

SECTION 4. Recordation

Each Grantor authorizes and requests that the USPTO Commissioner for Trademarks and any other applicable government officer record this Agreement.

SECTION 5. Governing Law, Etc.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (OTHER THAN ANY MANDATORY PROVISIONS OF THE UCC RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

SECTIONS 14.15.1 (FORUM), 14.15.2 (OTHER JURISDICTIONS) AND 14.16 (WAIVERS BY LOAN PARTIES) OF THE CREDIT AND SECURITY AGREEMENT ARE INCORPORATED HEREIN BY THIS REFERENCE AND SUCH INCORPORATION SHALL SURVIVE ANY TERMINATION OF THE CREDIT AND SECURITY AGREEMENT.

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.

[Remainder of page intentionally left blank]

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

UFM INTERMEDIATE B LLC
as a Grantor

DocuSigned by:
Rob Sieban
By: _____
Name: Rob Sieban
Title: Chief Executive Officer

COFM OPCO LLC,
as a Grantor

DocuSigned by:
Rob Sieban
By: _____
Name: Rob Sieban
Title: Chief Executive Officer

Accepted and Agreed:

FORTRESS CREDIT CORP.
as Collateral Agent

By: _____
Name: _____
Title: **CONSTANTINE M. DAKOLIAS**
MANAGING PARTNER

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007853 FRAME: 0521

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

Owner	Trademark	Country	Application Number	Filing Date	Registration Number	Registration Date	Status
COFM OPCO LLC	COOKS	U.S.	74155726	4/10/1991	1690663	6/2/1992	Registered
UFM INTERMEDIATE B LLC	Design Only 	U.S.	88459020	6/4/2019	5943245	12/24/2019	Registered
UFM INTERMEDIATE B LLC	Keller's Flea Market	U.S.	76141506	10/5/2000	2561470	4/16/2002	Registered
UFM INTERMEDIATE B LLC	Comida Park	U.S.	90716223	5/17/2021	6840827	9/6/2022	Registered