

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM760904

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	JOINDER AND FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
J. J. HAINES & COMPANY, LLC		10/13/2022	Limited Liability Company: MARYLAND
ST ACQUISITION, LLC		10/13/2022	Limited Liability Company: TEXAS
THE BELKNAP WHITE GROUP, LLC		10/13/2022	Limited Liability Company: RHODE ISLAND
RECEIVING PARTY DATA			
Name:	CITIZENS BANK, N.A., as Administrative Agent		
Street Address:	28 State Street		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02109		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3731725	PATRIOT	
Registration Number:	3731726	PATRIOT	
Registration Number:	4423225	VILLA BELLA	
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>			
Phone:	800-494-5225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Stewart Walsh		
Address Line 1:	1025 Connecticut Ave NW, Suite 712		
Address Line 2:	COGENCY GLOBAL Inc.		
Address Line 4:	Washington, D.C. 20036		
ATTORNEY DOCKET NUMBER:	1808699		
NAME OF SUBMITTER:	Janet S. Wamsley		

OP \$90.00 3731725

SIGNATURE:	/Janet S. Wamsley/
DATE SIGNED:	10/13/2022
Total Attachments: 7 source=J.J. HAINES & COMPANY Trademark filing#page2.tif source=J.J. HAINES & COMPANY Trademark filing#page3.tif source=J.J. HAINES & COMPANY Trademark filing#page4.tif source=J.J. HAINES & COMPANY Trademark filing#page5.tif source=J.J. HAINES & COMPANY Trademark filing#page6.tif source=J.J. HAINES & COMPANY Trademark filing#page7.tif source=J.J. HAINES & COMPANY Trademark filing#page8.tif	

**JOINDER AND FIRST AMENDMENT TO
TRADEMARK SECURITY AGREEMENT**

JOINDER AND FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT (this "Amendment"), dated as of October 13, 2022, by and among J.J. HAINES & COMPANY, LLC, a Maryland limited liability company (the "Existing Grantor"), ST ACQUISITION, LLC, a Texas limited liability company ("ST Acquisition"), and THE BELKNAP WHITE GROUP, LLC, a Rhode Island limited liability company ("Belknap"), and together with ST Acquisition, individually, a "New Grantor", and collectively, the "New Grantors", and together with the Existing Grantor, individually, a "Grantor," and collectively, the "Grantors") in favor of CITIZENS BANK, N.A., as Administrative Agent (in such capacity, the "Administrative Agent").

WITNESSETH:

WHEREAS, the Existing Grantor entered into (a) that certain Credit Agreement, dated as of October 21, 2020 among the Existing Grantor, the Lenders party thereto and the Administrative Agent (as amended and in effect immediately prior to the date hereof, the "Existing Credit Agreement"), (b) that certain Pledge and Security Agreement, dated as of October 21, 2020, by and among the Grantors party thereto and the Administrative Agent (as amended and in effect immediately prior to the date hereof, the "Existing Security Agreement"), and (c) that certain Trademark Security Agreement, dated as of October 21, 2020, by and between the Existing Grantor and the Administrative Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement");

WHEREAS, contemporaneously herewith, the Administrative Agent and the Grantors, among others, are entering into (a) that certain Amended and Restated Credit Agreement, dated as of the date hereof among, among others, the Grantors, the Lenders party thereto, and the Administrative Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Restated Credit Agreement"), which Restated Credit Agreement amends and restates the Existing Credit Agreement in its entirety, and (b) that certain Amended and Restated Pledge and Security Agreement, dated as of the date hereof among, among others, the Grantors and the Administrative Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Restated Security Agreement"), which Restated Security Agreement amends and restates the Existing Security Agreement in its entirety;

WHEREAS, pursuant to the Restated Credit Agreement, each New Grantor is required to join the Trademark Security Agreement as a "Grantor" thereunder; and

WHEREAS, the New Grantors desire to join the Trademark Security Agreement, and the Grantors and the Administrative Agent now wish to amend, modify and supplement the Trademark Security Agreement, as more particularly set forth in this Amendment; and

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Trademark Security Agreement or the Restated Credit Agreement, as applicable.
2. JOINDER TO TRADEMARK SECURITY AGREEMENT.
 - (a) Each New Grantor hereby:
 - (i) joins in the execution of, and becomes a party to, the Trademark Security Agreement as a Grantor, as indicated with its signature below;
 - (ii) covenants and agrees to be bound by all covenants, agreements, liabilities and acknowledgments of a Grantor under the Trademark Security Agreement (other than covenants, agreements, liabilities and acknowledgments that relate solely to an earlier date), in each case, with the same force and effect as if such New Grantor was a signatory to the Trademark Security Agreement and was expressly named as a Grantor therein;
 - (iii) agrees that from and after the date hereof, each reference to "Grantor" in the Trademark Security Agreement shall be deemed to include such New Grantor;
 - (iv) makes all representations, warranties, and other statements of a Grantor under the Trademark Security Agreement, as of the date hereof (other than representations, warranties and other statements that relate solely to an earlier date), in each case, with the same force and effect as if such New Grantor was a signatory to the Trademark Security Agreement and was expressly named as a Grantor therein; and
 - (v) assumes and agrees to perform all applicable duties and obligations (including, without limitation, the Secured Obligations) of a Grantor under the Trademark Security Agreement.
 - (b) Without limiting the generality of the foregoing, as security for the payment or performance, as applicable, in full when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations, each New Grantor, pursuant to the Security Agreement, did and hereby does grant to the Administrative Agent (and its successors and assigns), for the ratable benefit of the Secured Parties, a security interest in, all such New Grantor's right, title and interest in, to or under any and all of the Trademark Collateral of the New Grantor.

3. AMENDMENT TO TRADEMARK SECURITY AGREEMENT. The Trademark Security Agreement is hereby amended by supplementing (but not restating) Schedule I thereof in the form of Schedule I-A hereto. From and after the date hereof, Schedule I to the Trademark Security Agreement shall be deemed to include the New Grantors' registrations and applications for registration for the Trademarks identified on Schedule I-A hereto.
4. RESTATED CREDIT AGREEMENT; RESTATED SECURITY AGREEMENT. Any and all references in the Trademark Security Agreement to "the Credit Agreement" or "the Security Agreement" shall hereafter mean and refer to the Restated Credit Agreement (as the same may be amended, restated, supplemented or otherwise modified from time to time) or the Restated Security Agreement (as the same may be amended, restated, supplemented or otherwise modified from time to time), respectively.
5. EFFECT ON TRADEMARK SECURITY AGREEMENT. Except as specifically provided herein, all of the terms and conditions of the Trademark Security Agreement shall remain in full force and effect. Each Grantor (including each New Grantor) hereby ratifies, confirms, and reaffirms all representations, warranties, and covenants contained therein. Without limiting the generality of the foregoing, each Grantor hereby acknowledges, confirms and agrees that all Trademark Collateral (including the Trademark Collateral described on Schedule I-A annexed hereto) shall continue to secure the Secured Obligations.
6. MISCELLANEOUS.
 - (a) This Amendment may be executed by means of (a) an electronic signature that complies with the federal Electronic Signatures in Global and National Commerce Act, state enactments of the Uniform Electronic Transactions Act, or any other relevant and applicable electronic signatures law; (b) an original manual signature; or (c) a faxed, scanned, or photocopied manual signature. Each electronic signature or faxed, scanned, or photocopied manual signature shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. Agent reserves the right, in its sole discretion, to accept, deny, or condition acceptance of any electronic signature on this Amendment. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, but such counterparts shall, together, constitute only one instrument. Delivery of an executed counterpart of a signature page of this Amendment will be as effective as delivery of a manually executed counterpart of the Amendment.
 - (b) Section and paragraph headings herein are included for convenience of reference only and shall not constitute a part of this Amendment for any other purpose.
 - (c) This Amendment shall be governed by, and construed in accordance with, the laws of the State of New York.

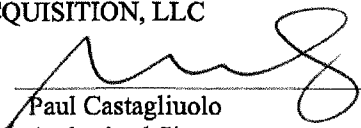
- (d) Each Grantor hereby acknowledges and agrees that this Amendment constitutes a “Loan Document” under the Restated Credit Agreement. Accordingly, it shall be an Event of Default under the Restated Credit Agreement if (i) any representation or warranty made by any Grantor under or in connection with this Amendment shall have been untrue, false or misleading in any material respect when made, or (ii) any Grantor shall fail to perform or observe any term, covenant or agreement contained in this Amendment.
- (e) Any provision of this Amendment that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining portions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

[signature pages follow]


IN WITNESS WHEREOF, the parties hereto have duly executed this Joinder and First Amendment to Trademark Security Agreement as of the day and year first above written.

NEW GRANTORS:

ST ACQUISITION, LLC

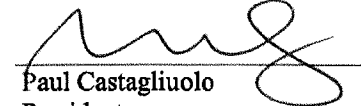
By: 
Name: Paul Castagliuolo
Title: Authorized Signatory

THE BELKNAP WHITE GROUP, LLC

By: 
Name: Paul Castagliuolo
Title: Executive Vice President

EXISTING GRANTOR:

J.J. HAINES & COMPANY, LLC

By: 
Name: Paul Castagliuolo
Title: President

[Signature Page to Joinder and First Amendment to Trademark Security Agreement]

TRADEMARK
REEL: 007856 FRAME: 0293

CITIZENS BANK, N.A., as Administrative Agent

By: *Peter Yelle*
Name:
Title: **Peter Yelle, SVP**

[Signature Page to Joinder and First Amendment to Trademark Security Agreement]

TRADEMARK
REEL: 007856 FRAME: 0294

SCHEDULE I-A

TRADEMARKS

Grantor	Mark	Reg. No.	Reg. Date	Serial No.	Filing Date
Belknap	PATRIOT	3731725	12/29/2009	76688629	4/14/2008
Belknap	PATRIOT	3731726	12/29/2009	76688630	4/14/2008
Belknap	Villa Bella	4423225	10/22/2013	85980151	7/18/2012