

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM768869

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900721164		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Devansoy, LLC		09/19/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Wintrust Bank, N.A.		
Street Address:	231 South LaSalle St., 2nd Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60604		
Entity Type:	National Banking Association: ILLINOIS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3037197	DEVANSOY	
Registration Number:	3037196	BENESOY	
CORRESPONDENCE DATA			
Fax Number:	6175236850		
<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:	617-523-2700		
Email:	susan.dinicola@hkllaw.com,anastasia.sotiropoulos@hkllaw.com		
Correspondent Name:	Holland & Knight LLP		
Address Line 1:	10 St. James Avenue		
Address Line 4:	Boston, MASSACHUSETTS 02116		
ATTORNEY DOCKET NUMBER:	107299.00078		
NAME OF SUBMITTER:	Susan C. DiNicola		
SIGNATURE:	/Susan C. DiNicola/		
DATE SIGNED:	11/18/2022		
Total Attachments: 5			
source=Devansoy Wintrust - Trademark Security Agreement (Executed)_178631302_1#page1.tif			
source=Devansoy Wintrust - Trademark Security Agreement (Executed)_178631302_1#page2.tif			

source=Devansoy Wintrust - Trademark Security Agreement (Executed)_178631302_1#page3.tif

source=Devansoy Wintrust - Trademark Security Agreement (Executed)_178631302_1#page4.tif

source=Devansoy Wintrust - Trademark Security Agreement (Executed)_178631302_1#page5.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of September 19, 2022, is made by **DEVANSOY, LLC**, a Delaware limited liability company (the “Grantor”), in favor of **WINTRUST BANK, N.A.** (“Wintrust”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of September 19 2022, by and among **DEVANSOY GROUP, LLC**, a Delaware limited liability company (“Initial Borrower”; and prior to the consummation of the Closing Date Acquisition, the “Borrower”), **DEVANSOY, LLC**, a Delaware limited liability company (“Devansoy”; and from and after the consummation of the Closing Date Acquisition together with the Initial Borrower, collectively, the “Borrowers” and each individually, a “Borrower”) in favor of **WINTRUST BANK, N.A.**, as Agent, and the other financial institutions party thereto as Lenders (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), the Lenders and the L/C Issuers have severally agreed to make extensions of credit to Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Guaranty and Security Agreement, dated as of September 19, 2022, in favor of Agent (as 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 each Borrower; and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to Borrowers thereunder, the Grantor hereby agree with 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 prompt and complete payment and performance when due under the Loan Documents (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the “Trademark Collateral”):

- (a) all of its Trademarks and all licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

; provided, however, that the Trademark Collateral being assigned hereunder shall not be construed as a current assignment but rather as a security interest that provides the Secured Parties such rights as are provided to holders of security interests under applicable law.

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 Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of 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. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and any corresponding licenses referred to on Schedule I attached hereto and subject to a security interest hereunder.

Section 5. 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.

Section 6. 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 Illinois.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the 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.

Very truly yours,

DEVANSOY, LLC, as Grantor


By: Max DeZara

Name: Max DeZara

Title: Authnhorized Signatory

ACCEPTED AND AGREED
as of the date first above written:

WINTRUST BANK, N.A., as Agent

By: 
Name: Brett Wallace
Title: Vice President

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

Trademark Registrations

1. REGISTERED TRADEMARKS

Trademark	Owner
Title: Devansoy, Registration Number: 3037197, Registration Date: January 3, 2006 DEVANSOY	Devansoy, LLC
Title: Benesoy, Registration Number: 3037196, Registration Date: January 3, 2006 BENESOY	Devansoy, LLC

2. TRADEMARK APPLICATIONS

None.

3. TRADEMARK LICENSES

None.