

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM768548

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Mitchell Gold Co.		10/31/2022	Corporation: NORTH CAROLINA

RECEIVING PARTY DATA

Name:	Robert T Williams Jr.
Street Address:	900 6th Street Drive. N.W.
City:	Hickory
State/Country:	NEBRASKA
Postal Code:	28601
Entity Type:	INDIVIDUAL: UNITED STATES

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	5636425	COMFORT CLUB
Registration Number:	5477160	MG+BW COMFORT CLUB
Registration Number:	3459425	MG+BW
Registration Number:	3219509	MITCHELL GOLD + BOB WILLIAMS
Registration Number:	4271521	MITCHELL GOLD + BOB WILLIAMS
Registration Number:	3759075	MITCHELL GOLD + BOB WILLIAMS
Registration Number:	6778954	MITCHELL GOLD + BOB WILLIAMS
Registration Number:	5007113	MITCHELL GOLD + BOB WILLIAMS
Registration Number:	5227964	MITCHELL GOLD + BOB WILLIAMS
Registration Number:	4751602	MITCHELL GOLD + BOB WILLIAMS HOME FURNIS
Registration Number:	3999454	SUPER LUXE SLEEPER

CORRESPONDENCE DATA

Fax Number: 5013751309

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.

Phone: 501-377-0360

Email: trobertson@roselawfirm.com

Correspondent Name: Teresa Robertson c/o Rose Law Firm

TRADEMARK

Address Line 1: 120 East 4th Street
Address Line 4: Little Rock, ARKANSAS 72201

NAME OF SUBMITTER: Teresa Robertson

SIGNATURE: /s/ Teresa Robertson

DATE SIGNED: 11/17/2022

Total Attachments: 12

source=Williams - Trademark Security Agreement (10.2022)(1534877.2)(1545015.1)#page1.tif
source=Williams - Trademark Security Agreement (10.2022)(1534877.2)(1545015.1)#page2.tif
source=Williams - Trademark Security Agreement (10.2022)(1534877.2)(1545015.1)#page3.tif
source=Williams - Trademark Security Agreement (10.2022)(1534877.2)(1545015.1)#page4.tif
source=Williams - Trademark Security Agreement (10.2022)(1534877.2)(1545015.1)#page5.tif
source=Williams - Trademark Security Agreement (10.2022)(1534877.2)(1545015.1)#page6.tif
source=Williams - Trademark Security Agreement (10.2022)(1534877.2)(1545015.1)#page7.tif
source=Williams - Trademark Security Agreement (10.2022)(1534877.2)(1545015.1)#page8.tif
source=Williams - Trademark Security Agreement (10.2022)(1534877.2)(1545015.1)#page9.tif
source=Williams - Trademark Security Agreement (10.2022)(1534877.2)(1545015.1)#page10.tif
source=Williams - Trademark Security Agreement (10.2022)(1534877.2)(1545015.1)#page11.tif
source=Williams - Trademark Security Agreement (10.2022)(1534877.2)(1545015.1)#page12.tif

TRADEMARK SECURITY AGREEMENT

(WILLIAMS NOTE PURCHASE AGREEMENT)

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") made as of October 31, 2022, by THE MITCHELL GOLD CO., a North Carolina corporation ("Grantor"), in favor of ROBERT T. WILLIAMS, JR., an individual, his successors or assigns ("Grantee"):

W I T N E S S E T H

WHEREAS, Grantor has applied to and received from Grantee a certain term loan in an original principal amount of [REDACTED] (the "Loan");

WHEREAS, the Loan is evidenced by that certain Senior Subordinated Secured PIK Note between Grantor and Grantee of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "PIK Note");

WHEREAS, the PIK Note is further memorialized by a certain Note Purchase Agreement of even date herewith by and among Grantor and Grantee (as amended, restated, supplemented or otherwise modified and in effect from time to time, the "Note Purchase Agreement") (the PIK Note, Note Purchase Agreement, and this Agreement, along with any and all other security agreements and all other loan documents and instruments evidencing the Loan now existing or hereinafter entered into, as amended, restated, supplemented or otherwise modified from time to time, and any additional senior subordinated secured PIK notes (whether issued under the Note Purchase Agreement or otherwise) are collectively referred to hereinafter as the "Loan Documents");

WHEREAS, pursuant to the terms of a certain Security Agreement dated as of the date hereof among Grantor and Grantee (including all annexes, exhibits and schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified and in effect from time to time, the "Security Agreement"), Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including a security interest in all right, title and interest of Grantor in, and all products and proceeds thereof, to secure the Subordinated Obligations (as defined in the Note Purchase Agreement); and

WHEREAS, Grantee is willing to make the Loan to Grantor in accordance with the terms and conditions set forth in the Loan Documents, and provided Grantor grant to Grantee the security interests set forth herein.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Security Agreement. The Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.

2. Definitions. When used herein the following terms shall have the following meanings:

“Trademarks” means (a) all registered trademarks, service marks, and/or logos, and any common law ownership rights Grantor has to any unregistered trademarks, service marks, and/or logos and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or similar office or agency, and all common-law rights related thereto, including those registered trademarks and pending trademark applications referred to in Schedule 1, and (b) all rights to obtain renewals of any of the foregoing.

3. Grant of Security Interests. To secure the payment of indebtedness and performance of the Subordinated Obligations (as defined in the Note Purchase Agreement), Grantor hereby grants to Grantee a continuing security interest in Grantor’s entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the “Collateral”), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark registered or applied for in the United States, including, without limitation, each Trademark referred to in Schedule 1, together with any renewals thereof, each Trademark that becomes registered or applied for in the United States hereafter, all common law ownership rights Grantor has in any unregistered Trademarks, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the foregoing, including, without limitation or any claim by Grantor against third parties for past, present or future infringement or dilution of any Trademark.

4. Priority. The rights under this Agreement securing the indebtedness under the Senior Subordinated Secured PIK Note (as defined in the Note Purchase Agreement), the rights under the security agreement securing the indebtedness under the SG-COMFORT/SD, LLC Senior Subordinated Secured PIK Note (as defined in the concurrent SG-COMFORT/SD, LLC Note Purchase Agreement) and the Gold Senior Subordinated Secured PIK Note (as defined in the concurrent Gold Note Purchase Agreement) shall be realized pari passu or ratably and in all events are subject to the Subordination and Intercreditor Agreement as defined in the Note Purchase Agreement.

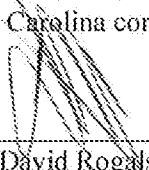
5. Miscellaneous. THIS AGREEMENT SHALL BE GOVERNED BY AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF ARKANSAS, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES. Whenever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but in case any provision of or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the

validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby. Whenever in this Agreement reference is made to Grantee or Grantor, such reference shall be deemed to include, as applicable, a reference to their respective successors and assigns. The provisions of this Agreement shall be binding upon Grantor and its successors and assigns, and shall inure to the benefit of Grantee and its successors and assigns. This Agreement may be authenticated in any number of separate counterparts, each of which shall collectively and separately constitute one agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

THE MITCHELL GOLD CO.,
a North Carolina corporation, as Grantor

By: 
Name: David Rogalski
Title: Chief Financial Officer

Agreed and Accepted
As of the Date First Written Above

ROBERT T. WILLIAMS, JR.

SCHEDULE I

**The Mitchell Gold Co. Trademark Report
(as of September 2022) (by country)**

Trademark	Status	App. Date	App. No.	Reg. Date	Reg. No.	Country
MITCHELL GOLD	Registered	6 Sep 2002	926150	6 Sep 2002	926150	Australia
MITCHELL GOLD	Registered	29 Dec 1999	822325446	21 Dec 2004	822325446	Brazil
LET'S GET COMFORTABLE	Registered	14 Dec 2010	1507830	28 May 2014	TMA878845	Canada
MG+BW	Registered	8 Mar 2006	1292777	12 Oct 2010	TMA779549	Canada
MITCHELL GOLD + BOB WILLIAMS	Registered	7 Feb 2006	1288971	4 Mar 2008	TMA708877	Canada
MG+BW	Registered	22 Aug 2008	6913271	28 Jul 2010	6913271	China
MG+BW	Registered	22 Aug 2008	6913272	14 May 2010	6913272	China
MG+BW	Registered	22 Aug 2008	6913270	14 May 2010	6913270	China

MG+BW Registered 2 Aug 2013 13020007 14 Dec 2014 13020007 China

MG+BW Registered 2 Aug 2013 13020008 7 Jan 2015 13020008 China

MITCHELL GOLD + BOB
WILLIAMS Registered 22 Aug 2008 6913275 7 May 2010 6913275 China

MITCHELL GOLD + BOB
WILLIAMS Registered 22 Aug 2008 6913273 7 May 2010 6913273 China

MITCHELL GOLD + BOB
WILLIAMS Registered 22 Aug 2008 6913274 28 Jul 2010 6913274 China

MITCHELL GOLD + BOB
WILLIAMS Registered 14 Nov 2012 11742243 21 Apr 2014 11742243 China

MG+BW Registered 10 Mar 2006 004950937 3 Jul 2007 004950937 EUTM

MITCHELL GOLD + BOB
WILLIAMS
Registered
10 Feb 2006
004894853
28 Jun 2007
004894853
EUTM

MG+BW
Registered
23 Nov 2011
D002011047599
18 Feb 2014
IDM000407901
Indonesia

MITCHELL GOLD + BOB
WILLIAMS
Registered
23 Nov 2011
D00.2011.047600
18 Feb 2014
IDM000407902
Indonesia

MITCHELL GOLD + BOB
WILLIAMS
Registered
13 Nov 2012
D00.2012.054744
4 Jan 2013
IDM000469073
Indonesia

MG+BW
Registered
19 Oct 2009
107080
19 Oct 2009
92222
Kuwait

MITCHELL GOLD + BOB
WILLIAMS
Registered
19 Oct 2009
107079
19 Oct 2009
92221
Kuwait

MITCHELL GOLD + BOB
WILLIAMS
Registered
9 Feb 2007
835392
31 Oct 2007
1009887
Mexico

MG+BW
Registered
12 Oct 2009
59304
6 Apr 2011
59304
Qatar

MITCHELL GOLD + BOB
WILLIAMS

Registered

12 Oct 2009

59303

6 Apr 2011

59303

Qatar

MG+BW

Registered

22 Mar 2012

40-2012-18933

27 Mar 2013

40-0960821

Republic of Korea
(South)

MITCHELL GOLD + BOB
WILLIAMS

Registered

14 Nov 2012

40-2012-0070758

7 Feb 2014

40-1021519

Republic of Korea
(South)

MITCHELL GOLD + BOB
WILLIAMS

Registered

22 Mar 2012

40-2012-18931

27 Mar 2013

40-0960793

Republic of Korea
(South)

MG+BW

Registered

17 Oct 2009

148107

28 Dec 2010

143008907

Saudi Arabia

MITCHELL GOLD + BOB
WILLIAMS

Registered

17 Oct 2009

1477107

28 Dec 2010

143008906

Saudi Arabia

MG+BW

Registered

21 Mar 2012

101014647

1 Oct 2012

01539302

Taiwan

MITCHELL GOLD + BOB
WILLIAMS Registered 7 Nov 2012 101063275 1 May 2013 01576988 Taiwan

MITCHELL GOLD + BOB
WILLIAMS Registered 21 Mar 2012 101014649 1 Oct 2012 01539303 Taiwan

MG+BW Registered 6 Dec 2009 136529 6 Dec 2009 127857 United Arab Emirates

MITCHELL GOLD + BOB
WILLIAMS Registered 6 Dec 2009 136530 6 Dec 2009 127854 United Arab Emirates

MG+BW Registered 10 Mar 2006 UK00904950937 3 Jul 2007 UK00904950937 United Kingdom

MITCHELL GOLD + BOB
WILLIAMS Registered 10 Feb 2006 UK00904894853 28 Jun 2007 UK00904894853 United Kingdom

COMFORT CLUB Registered 16 Jan 2018 87757507 25 Dec 2018 5636425 United States of America

MG + BW/COMFORT CLUB Registered 21 Jul 2017 87537564 22 May 2018 5477160 United States of America

MG+BW Registered 4 Oct 2005 78726438 1 Jul 2008 3459425 United States of America

MITCHELL GOLD + BOB WILLIAMS Registered 10 Aug 2005 78689357 20 Mar 2007 3219509 United States of America

MITCHELL GOLD + BOB WILLIAMS Registered 14 May 2012 85624234 8 Jan 2013 4271521 United States of America

MITCHELL GOLD + BOB WILLIAMS Registered 17 Feb 2009 77672328 9 Mar 2010 3759075 United States of America

MITCHELL GOLD + BOB WILLIAMS Registered 16 Jun 2021 90776360 5 Jul 2022 6778954 United States of America

MITCHELL GOLD + BOB WILLIAMS Registered 23 Nov 2015 86829207 26 Jul 2016 5007113 United States of America

MITCHELL GOLD + BOB WILLIAMS Registered 17 Nov 2016 87241061 20 Jun 2017 5227964 United States of America

MITCHELL GOLD + BOB
WILLIAMS HOME
FURNISHINGS
Registered
9 Oct 2014
86419965
9 Jun 2015
4751602
United States of
America

SUPER LUXE SLEEPER
Registered
18 May 2010
85041163
19 Jul 2011
3999454
United States of
America

MITCHELL GOLD + BOB
WILLIAMS
Registered
14 Nov 2012
4-2012-25680
22 Apr 2015
244006
Vietnam