

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM772122

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NORTH ATLANTIC IMPORTS, LLC		11/30/2022	Limited Liability Company: UTAH
RECEIVING PARTY DATA			
Name:	WILMINGTON TRUST, NATIONAL ASSOCIATION		
Street Address:	50 South Sixth Street, Suite 1290		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 23			
Property Type	Number	Word Mark	
Registration Number:	3625306	BLACKSTONE	
Registration Number:	6342965	FLEXFOLD	
Registration Number:	6206153	BLACKSTONE	
Registration Number:	5956564	BLACKSTONE	
Registration Number:	5449608	BLACKSTONE	
Registration Number:	5449609		
Registration Number:	5628498		
Registration Number:	5392289	BLACKSTONE	
Registration Number:	4960620	RINGTONS	
Registration Number:	3724005	2STONE	
Registration Number:	6640227	GRIDDLE MORE BLACKSTONE	
Registration Number:	0661600		
Registration Number:	6623375	ADVENTURE READY	
Registration Number:	6615999	COOK ANYTHING, ANYTIME, ANYWHERE	
Serial Number:	90127695	FORNOTECA	
Serial Number:	88810661	ADVENTURE READY	
Serial Number:	88947952	2STONE	
Serial Number:	88812106	IRON FORGED	
Serial Number:	88285100	GRIDDLE MORE BLACKSTONE	

CH \$590.00 3625306

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	87754204	BLACKSTONE
Serial Number:	97326502	BLACKSTONE
Serial Number:	97341712	NATIONAL GRIDDLE WEEK
Serial Number:	97341534	BLACKSTONEPRODUCTS.COM

CORRESPONDENCE DATA

Fax Number: 9495676710

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: 9498527792

Email: ipprosecution@orrick.com, jgaines@orrick.com, vsantos@orrick.com

Correspondent Name: Orrick, Herrington & Sutcliffe LLP

Address Line 1: 2050 Main Street, Suite 1100

Address Line 4: Irvine, CALIFORNIA 92614-8255

ATTORNEY DOCKET NUMBER: 39368.11

NAME OF SUBMITTER: Juliana Gaines

SIGNATURE: /Juliana Gaines/

DATE SIGNED: 12/06/2022

Total Attachments: 17

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 30 day of November, 2022, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”), and Wilmington Trust, National Association, as national banking association, as Administrative Agent.

W I T N E S S E T H:

WHEREAS, pursuant to that certain Loan Agreement dated as of November 30, 2022 (as amended, restated, supplemented, or otherwise modified from time to time, the “Loan Agreement”), by and among Holdings (as defined therein) and Cowell (as defined therein), as Guarantors, **NORTH ATLANTIC IMPORTS, LLC**, a Utah limited liability company (“North Atlantic” or “Borrower”), the several financial institutions from time to time party thereto as Lenders, and Administrative Agent, the Lending Parties have agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, the Lending Parties are willing to make the financial accommodations to Borrower as provided for in the Loan Agreement and the other Loan Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to Administrative Agent, for the benefit of the Lending Parties, that certain Guaranty and Security Agreement, dated as of November 30, 2022 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Guaranty and Security Agreement”); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Administrative Agent, for the benefit of the Lending Parties, this Trademark Security Agreement.

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, each Grantor hereby agrees as follows:

1. **DEFINED TERMS**. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Loan Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. Each Grantor hereby unconditionally grants, assigns, and pledges to Administrative Agent, for the benefit of each of the Lending Parties, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License;

provided that Trademark Collateral shall not include any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law; provided, further, that upon submission and acceptance by the PTO of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Collateral.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Administrative Agent, the other Lending Parties, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Administrative Agent, for the benefit of the Lending Parties, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Administrative Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Administrative Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Execution of any such counterpart may be by means of (a) an electronic signature that complies with the federal Electronic Signatures in Global and National Commerce Act, as in effect from time to time, state enactments of the Uniform Electronic Transactions Act, as in effect from time to time, 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. Administrative Agent reserves the right, in its discretion, to accept, deny, or condition acceptance of any electronic signature on this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by faxed, scanned or photocopied manual signature shall also deliver an original manually executed counterpart, but the failure to deliver an original manually executed counterpart shall not affect the validity, enforceability and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

8. TERMINATION. This Trademark Security Agreement and the Security Interest in the Trademark Collateral granted hereby shall terminate in accordance with the terms of the Guaranty and Security Agreement.

9. CONCERNING THE ADMINISTRATIVE AGENT. Wilmington Trust, National Association is entering into this Trademark Security Agreement solely in its capacity as Administrative Agent under the Credit Agreement and shall be entitled to all of the rights, privileges, immunities and indemnities granted to the Administrative Agent under the Credit Agreement and the Guaranty and Security Agreement as if such rights, privileges, immunities and indemnities were set forth herein.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

NORTH ATLANTIC IMPORTS, LLC

DocuSigned by:
Roger Dahle
By: _____
993CE91589B3498...
Name: Roger G. Dahle
Title: Chief Executive Officer

ADMINISTRATIVE AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

WILMINGTON TRUST, NATIONAL ASSOCIATION, a national banking association, as Administrative Agent

By: _____
Name: _____
Its Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK
REEL: 007908 FRAME: 0742**

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

NORTH ATLANTIC IMPORTS, LLC

By: _____

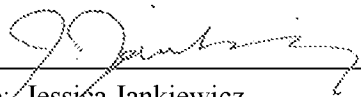
Name: _____

Title: _____

ADMINISTRATIVE AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

WILMINGTON TRUST, NATIONAL ASSOCIATION, a national banking association, as Administrative Agent

By:  _____

Name: Jessica Jankiewicz

Its Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK
REEL: 007908 FRAME: 0743**

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications¹

UNITED STATES TRADEMARKS:

Registrations:

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>TRADEMARK</u>
North Atlantic Imports, LLC	3625306	BLACKSTONE
North Atlantic Imports, LLC	6342965	FLEXFOLD
North Atlantic Imports, LLC	6206153	
North Atlantic Imports, LLC	5956564	
North Atlantic Imports, LLC	5449608	
North Atlantic Imports, LLC	5449609	

North Atlantic Imports, LLC 5628498



North Atlantic Imports, LLC 5392289

BLACKSTONE

North Atlantic Imports, LLC 4960620

RINGTONS

North Atlantic Imports, LLC 3724005

2STONE

North Atlantic Imports, LLC 3625306

BLACKSTONE

North Atlantic Imports, LLC 6640227

GRIDDLE MORE BLACKSTONE

North Atlantic Imports, LLC 661600



North Atlantic Imports, LLC 6623375

ADVENTURE READY

North Atlantic Imports, LLC 6615999

COOK ANYTHING, ANYTIME,
ANYWHERE






Applications:





OWNER	APPLICATION NUMBER	TRADEMARK
North Atlantic Imports, LLC	90127695	FORNOTECA
North Atlantic Imports, LLC	88810661	ADVENTURE READY
North Atlantic Imports, LLC	88947952	2STONE
North Atlantic Imports, LLC	88812106	
North Atlantic Imports, LLC	88285100	
North Atlantic Imports, LLC	87754204	
North Atlantic Imports, LLC	97326502	
North Atlantic Imports, LLC	97341712	NATIONAL GRIDDLE WEEK
North Atlantic Imports, LLC	97341534	BLACKSTONEPRODUCTS.COM

OTHER TRADEMARKS:



Registrations:

4151-9533-8818

OWNER	REGISTRATION NUMBER	COUNTRY/STATE	TRADEMARK
North Atlantic Imports, LLC	IR-1532207	Australia	
North Atlantic Imports, LLC	IR-15321074	Australia	
North Atlantic Imports, LLC	IR-15322098	Australia	
North Atlantic Imports, LLC	IR-15320744	Australia	
North Atlantic Imports, LLC	IR-1520001	New Zealand	BLACKSTONE
North Atlantic Imports, LLC	IR-1521074	New Zealand	
North Atlantic Imports, LLC	IR-1520744	New Zealand	
North Atlantic Imports, LLC	18981065	China	BLACKSTONE 黑石

North Atlantic Imports, LLC	16307066	China	
North Atlantic Imports, LLC	18980989	China	
North Atlantic Imports, LLC	17781064	China	
North Atlantic Imports, LLC	17780687	China	
North Atlantic Imports, LLC	IR-1520001	United Kingdom	BLACKSTONE

Applications:

<u>OWNER</u>	<u>APPLICATION NUMBER</u>	<u>COUNTRY/STATE</u>	<u>TRADEMARK</u>
North Atlantic Imports, LLC	3870491	Argentina	BLACKSTONE
North Atlantic Imports, LLC	3870490	Argentina	BLACKSTONE
North Atlantic Imports, LLC	3870489	Argentina	
North Atlantic Imports, LLC	3870494	Argentina	

North Atlantic Imports, LLC 3870488 Argentina



North Atlantic Imports, LLC 3870487 Argentina



North Atlantic Imports, LLC 3870493 Argentina



North Atlantic Imports, LLC 3870492 Argentina



North Atlantic Imports, LLC 3870498 Argentina



North Atlantic Imports, LLC 3870496 Argentina



North Atlantic Imports, LLC

3870495

Argentina



North Atlantic Imports, LLC

3870497

Argentina



North Atlantic Imports, LLC

IR-1520001

Australia

BLACKSTONE

North Atlantic Imports, LLC

Brazil

BLACKSTONE

North Atlantic Imports, LLC

Brazil



North Atlantic Imports, LLC

Brazil



North Atlantic Imports, LLC

Brazil



North Atlantic Imports, LLC

Brazil



North Atlantic Imports, LLC

1348903

Chile

BLACKSTONE

North Atlantic Imports, LLC

1348902

Chile



North Atlantic Imports, LLC

1348905

Chile



North Atlantic Imports, LLC

1348932

Chile



North Atlantic Imports, LLC

1348904

Chile



North Atlantic Imports, LLC

IR-1520001

China

BLACKSTONE

North Atlantic Imports, LLC

IR-1532207

China



North Atlantic Imports, LLC IR-1521074 China



North Atlantic Imports, LLC IR-1522098 China



North Atlantic Imports, LLC IR-1520744 China



North Atlantic Imports, LLC IR-1520001 European Union

BLACKSTONE

North Atlantic Imports, LLC IR-1532207 European Union



North Atlantic Imports, LLC IR-1521074 European Union



North Atlantic Imports, LLC IR-1522098 European Union



North Atlantic Imports, LLC IR-1520744 European Union



North Atlantic Imports, LLC IR-1520001 WIPO

BLACKSTONE

North Atlantic Imports, LLC IR-1532207 WIPO



North Atlantic Imports, LLC IR-1521074 WIPO



North Atlantic Imports, LLC IR-1522098 WIPO



North Atlantic Imports, LLC IR-1520744 WIPO



North Atlantic Imports, LLC Mexico

BLACKSTONE

North Atlantic Imports, LLC Mexico



North Atlantic Imports, LLC

Mexico



North Atlantic Imports, LLC

Mexico



North Atlantic Imports, LLC

Mexico



North Atlantic Imports, LLC

IR-1532207

New Zealand



North Atlantic Imports, LLC

IR-1522098

New Zealand



North Atlantic Imports, LLC

Republic of Korea

BLACKSTONE

North Atlantic Imports, LLC

Republic of Korea



North Atlantic Imports, LLC

Republic of Korea



North Atlantic Imports, LLC

Republic of Korea



North Atlantic Imports, LLC

Republic of Korea



Trade Names

None.

Common Law Trademarks

None.

Trademarks Not Currently In Use

None.

Trademark Licenses

1. Manufacturing Supply Agreement, dated February 9, 2022, by and between North Atlantic Imports, LLC and Seojin Viet Nam Co., Ltd.
2. Manufacturing Supply Agreement, dated February 9, 2022, by and between North Atlantic Imports, LLC and Guangdong Gangyao Technology Co., Ltd.