

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM771529

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Coats & Clark Inc.		12/02/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Antares Capital LP, as Agent		
Street Address:	500 W. Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	6622872	COATS & CLARK	
Registration Number:	6583986	IT'S A WRAP	
Serial Number:	88721099		
Serial Number:	88721101	COATS & CLARK	
CORRESPONDENCE DATA			
Fax Number:	3129939767		
<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:	312-993-2622		
Email:	gayle.grocke@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	330 N. Wabash Avenue		
Address Line 2:	Suite 2800		
Address Line 4:	Chicago, ILLINOIS 60611		
ATTORNEY DOCKET NUMBER:	057121-0280		
NAME OF SUBMITTER:	Gayle D. Grocke		
SIGNATURE:	/gdg/		
DATE SIGNED:	12/02/2022		
Total Attachments: 6			

CH \$115.00 6622872

source=Spinrite - First LienTrademark Security Agreement (Incremental - June 2021) [Executed]#page1.tif
source=Spinrite - First LienTrademark Security Agreement (Incremental - June 2021) [Executed]#page2.tif
source=Spinrite - First LienTrademark Security Agreement (Incremental - June 2021) [Executed]#page3.tif
source=Spinrite - First LienTrademark Security Agreement (Incremental - June 2021) [Executed]#page4.tif
source=Spinrite - First LienTrademark Security Agreement (Incremental - June 2021) [Executed]#page5.tif
source=Spinrite - First LienTrademark Security Agreement (Incremental - June 2021) [Executed]#page6.tif

FIRST LIEN TRADEMARK SECURITY AGREEMENT

THIS FIRST LIEN TRADEMARK SECURITY AGREEMENT, dated as of December 2, 2022, is made by the entities listed on the signature page hereof (the “Grantors” and each, a “Grantor”), in favor of Antares Capital LP (“Antares”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the First Lien Credit Agreement, dated as of June 27, 2018 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrower, Parent Holdings, Holdings, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and Antares, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a First Lien Guaranty and Security Agreement dated as of June 27, 2018 in favor of Agent (and such agreement may be amended, restated, amended and 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 the Borrower; and

WHEREAS, each Grantor is party to the Guaranty and Security Agreement pursuant to which each 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 the Borrower thereunder, each Grantor hereby agrees 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. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of each Grantor, hereby 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 each Grantor (the “Trademark Collateral”):

- (a) all of its Trademarks, 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 in no event shall the Trademark Collateral include Excluded Property.

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. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, each Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks 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 New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each 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.

SPINRITE INC.,
as Grantor

DocuSigned by:
Ryan Newell
By: _____
Name: Ryan Newell
Title: President

COATS & CLARK INC.,
as Grantor

DocuSigned by:
Ryan Newell
By: _____
Name: Ryan Newell
Title: President

ACCEPTED AND AGREED
as of the date first above written:

ANTARES CAPITAL LP,
as Agent

Heidi Rinehart

By: _____

Name: Heidi Rinehart



Title: Duly Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

TRADEMARK	REGISTRATION NUMBER	OWNER
ANGEL CAKE ANGEL CAKE	6197785	Spinrite Inc.
CAKEMIX Cross References: CAKE MIX CAKEMIX	6177377	Spinrite Inc.
SHORTCAKE SHORTCAKE	6177376	Spinrite Inc.
BABY CAKES BABY CAKES	6373195	Spinrite Inc.
SUGAR BUSH SUGAR BUSH	5675613	Spinrite Inc.
STITCH 'N WIN Cross References: STITCH AND WIN, STITCHING WIN	6309084	Spinrite Inc.
COATS & CLARK COATS & CLARK	6622872	Coats & Clark Inc.
IT'S A WRAP IT'S A WRAP	6583986	Coats & Clark Inc.

Trademark Applications

TRADEMARK	SERIAL NUMBER	OWNER
<i>Design Only</i> 	88721099	Coats & Clark Inc.
COATS & CLARK 	88721101	Coats & Clark Inc.