

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM784000

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cimarron Label, LLC		02/01/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	OWL ROCK CAPITAL CORPORATION, as collateral agent		
Street Address:	399 Park Avenue, 38th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5212902	CIMARRON LABEL	
CORRESPONDENCE DATA			
Fax Number:	2028357586		
<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:	202-835-7500		
Email:	dcip@milbank.com		
Correspondent Name:	Javier J. Ramos, Esq.		
Address Line 1:	1850 K Street, NW, Suite 1100		
Address Line 2:	Milbank, LLP		
Address Line 4:	Washington, D.C. 20006		
ATTORNEY DOCKET NUMBER:	42845.00051		
NAME OF SUBMITTER:	Javier J. Ramos		
SIGNATURE:	/Javier J. Ramos/		
DATE SIGNED:	02/02/2023		
Total Attachments: 6			
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Trademark Security Agreement

This **Trademark Security Agreement** (this “Trademark Security Agreement”), dated as of February 1, 2023, made by Cimarron Label, LLC, a Delaware limited liability company, (the “Grantor”), in favor of OWL ROCK CAPITAL CORPORATION, as collateral agent (in such capacity, and together with its successors and assigns in such capacity, the “Collateral Agent”) for the Secured Parties (as defined in the Guarantee and Collateral Agreement referred to below) and as administrative agent (in such capacity, and together with its successors and assigns in such capacity, the “Administrative Agent”).

W I T N E S S E T H:

WHEREAS, the Grantor is party to the Guarantee and Collateral Agreement, dated as of May 23, 2022 (as amended, amended and restated, waived, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”), in favor of the Collateral Agent, for the benefit of the Secured Parties, pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor and the Collateral Agent hereby agree as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, initially capitalized terms defined in the Guarantee and Collateral Agreement and used herein have the meaning given to them in the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. As collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations of the Grantor, the Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of its right, title and interest in and to the following property (wherever located), whether now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “Trademark Collateral”):

- (a) Trademarks, including those listed on Schedule I attached hereto;
- (b) Trademark Licenses, including those listed on Schedule I attached hereto;
and
- (c) all Proceeds of any and all of the foregoing.

Notwithstanding anything to the contrary contained in clauses (a) and (b) above or otherwise set forth in this Trademark Security Agreement, no security interest is or will be granted pursuant to this Trademark Security Agreement in any right, title or interest of the Grantor under or in, and the term "Trademark Collateral" shall not include, any Excluded Assets (including, for the avoidance of doubt, "intent to use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of said Act has been filed and accepted, at which point the provisions of this Trademark Security Agreement shall automatically apply thereto).

SECTION 3. Guarantee and Collateral Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Guarantee and Collateral Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

SECTION 4. Termination. At such time as the Loans, the Reimbursement Obligations and the other Obligations (other than any Obligations owing to a Non-Lender Secured Party and contingent obligations for which no claim has been made) then due and owing shall have been paid in full, the Commitments have been terminated and no Letters of Credit shall be outstanding (except for Letters of Credit that have been cash collateralized or otherwise provided for in a manner reasonably satisfactory to the relevant Issuing Bank), all Trademark Collateral shall be automatically released from the Liens created hereby, and this Trademark Security Agreement and all obligations (other than those expressly stated to survive such termination) of the Collateral Agent and the Grantor hereunder shall terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Trademark Collateral shall revert to the Grantor. At the request and sole expense of the Grantor following any such termination, the Collateral Agent shall deliver to the Grantor any Trademark Collateral held by the Collateral Agent hereunder, and the Collateral Agent and the Administrative Agent shall execute and deliver to the Grantor such documents (including without limitation UCC termination statements) as the Grantor shall reasonably request to evidence such termination.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed by one or more of the parties to this Trademark Security Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

SECTION 6. Governing Law; Consent to Jurisdiction; Waiver of Jury Trial.
subsections 9.11, 9.12 and 9.14 of the Guarantee and Collateral Agreement are
incorporated herein, *mutatis mutandis*, as if a part hereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Grantor and the Collateral Agent have caused this Trademark Security Agreement to be duly executed and delivered by their duly authorized officers as of the date first above written.

Cimarron Label, LLC, as Grantor

By: 
Name: Brent Steineman
Title: Chief Financial Officer

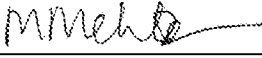
[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007958 FRAME: 0238

Accepted and Agreed:

OWL ROCK CAPITAL CORPORATION,
as Collateral Agent

By: OWL ROCK CAPITAL ADVISORS LLC,
its Investment Advisor

By: 
Name: Meenal Mehta
Title: Authorized Signatory

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
UNITED STATES TRADEMARK REGISTRATIONS AND UNITED STATES TRADEMARK APPLICATIONS

<i>Trademark</i>	<i>Country</i>	<i>Filed</i>	<i>Serial No.</i>	<i>Reg. Date</i>	<i>Reg. No.</i>	<i>Status</i>	<i>Owner</i>
CIMARRON LABEL	USA	10/11/16	87- 199,798	5/30/17	5,212,902	Registered	Cimarron Label, Inc.