

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM788313

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|---|-------------------------------------|-------------------------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| SHAMONG HOLDINGS LLC | | 02/21/2023 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | FIRST BANK | | |
| Street Address: | 2465 Kuser Road, Suite 101 | | |
| City: | Hamilton | | |
| State/Country: | NEW JERSEY | | |
| Postal Code: | 08690 | | |
| Entity Type: | Chartered Bank: NEW JERSEY | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3338052 | MEYER · GAGE MAKERS · FOR THE WORLD | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 6106401965 | | |
| <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: | 6106405800 | | |
| Email: | trademarks@stradley.com | | |
| Correspondent Name: | Stradley Ronon Stevens & Young, LLP | | |
| Address Line 1: | Donna Marie Davidson | | |
| Address Line 2: | 30 Valley Stream Parkway | | |
| Address Line 4: | Malvern, PENNSYLVANIA 19355 | | |
| ATTORNEY DOCKET NUMBER: | 189585-0012 | | |
| NAME OF SUBMITTER: | Donna Marie Davidson | | |
| SIGNATURE: | /Donna Marie Davidson/ | | |
| DATE SIGNED: | 02/21/2023 | | |
| Total Attachments: 5 | | | |
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (“**Trademark Security Agreement**”), dated as of February 21, 2023, is made by **SHAMONG HOLDINGS LLC**, a Delaware limited liability company (“**Grantor**”) in favor of **FIRST BANK** (the “**Secured Party**”).

Grantor, Meyer Gage Parent LLC, a Delaware limited liability company, and Secured Party have entered into a Loan and Security Agreement dated as of even date herewith (as amended, restated, renewed, substituted or otherwise modified from time to time, the “**Loan Agreement**”).

Under the terms of the Loan Agreement, Grantor has granted to Secured Party a security interest in, among other property, certain intellectual property of Grantor, and has agreed to execute and deliver this Trademark Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office.

Grantor and Secured Party therefore agree as follows:

1. **Grant of Security.** Grantor hereby grants to Secured Party a security interest in and to all of the right, title and interest of Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the “**Trademark Collateral**”):

(a) the trademark registrations, trademark applications, and trademark licenses set forth in **Schedule 1** hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the “**Trademarks**”), excluding only 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, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(b) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. **Recordation.** Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon Secured Party’s request.

3. **Loan Documents.** This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Secured Party with respect to the Trademark Collateral are as provided by the Loan Agreement and related documents, and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

4. **Execution in Counterparts.** This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or in electronic (i.e., “pdf” or “tif” format) shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

5. **Successors and Assigns.** This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. **Governing Law.** This Trademark Security Agreement has been made, executed and delivered in the Commonwealth of Pennsylvania and will be construed in accordance with and governed by the laws of such State without regard to conflict of law principles.

[signature page to follow]

Grantor and Secured Party have executed this Trademark Security Agreement as of the date set forth in the introductory paragraph.

GRANTOR:

SHAMONG HOLDINGS LLC

DocuSigned by:

Thomas DeForge

By: _____
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Name: Thomas DeForge

Title:

CEO

SECURED PARTY:

FIRST BANK

By: _____

Name: Adam Regnery

Title: Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007977 FRAME: 0274

Grantor and Secured Party have executed this Trademark Security Agreement as of the date set forth in the introductory paragraph.

GRANTOR:

SHAMONG HOLDINGS LLC

By: _____
Name:
Title:

SECURED PARTY:

FIRST BANK

DocuSigned by:
Adam Regnery
By: _____
Name: Adam Regnery
Title: Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007977 FRAME: 0275

SCHEDULE 1

TRADEMARK REGISTRATIONS, APPLICATIONS, AND LICENSES

| Trademark | Registration # | Issue Date | Owner |
|--|-----------------------|-------------------|----------------------|
| MEYER – GAGE MAKERS – FOR THE WORLD | 3,338,052 | 11/20/2007 | Shamong Holdings LLC |