

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM800364

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MattsenKumar, LLC		04/03/2023	Limited Liability Company: OREGON
RECEIVING PARTY DATA			
Name:	HSBC Bank Canada		
Street Address:	16 York Street		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5J 0E6		
Entity Type:	Bank: ONTARIO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	97217969	NEQQO	
CORRESPONDENCE DATA			
Fax Number:			
<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:	212-655-2539		
Email:	kphipps@chapman.com		
Correspondent Name:	Chapman and Cutler LLP		
Address Line 1:	1270 Avenue of the Americas, 30th Floor		
Address Line 2:	Kristopher Phipps		
Address Line 4:	New York, NEW YORK 10020		
NAME OF SUBMITTER:	Kristopher Phipps		
SIGNATURE:	/Kristopher Phipps/		
DATE SIGNED:	04/04/2023		
Total Attachments: 5			
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OP \$40.00 97217969

U.S. TRADEMARK SECURITY AGREEMENT

April 3, 2023

WHEREAS, MATTSSENKUMAR, LLC (the “*Company*”) is a party to that certain U.S. Guaranty and U.S. Pledge and Security Agreement, dated as of December 11, 2020 and as supplemented by that certain Joinder to U.S. Guaranty and U.S. Pledge and Security Agreement dated on or about the date hereof (as the same may be further amended, restated, supplemented or otherwise modified, being hereinafter referred to as the “*Security Agreement*”), among certain Grantors party thereto from time to time and HSBC BANK CANADA, as administrative agent for the Secured Creditors (in such capacity, the “*Administrative Agent*”), pursuant to which Grantors have granted in favor of the Administrative Agent a lien on all of their personal property, including without limitation the trademarks and trademark applications listed on **Schedule A** hereto; and

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated on or about the date hereof among the loan parties party thereto, the lenders party thereto and the Administrative Agent, and the Security Agreement, the Company is required to execute and deliver this U.S. Trademark Security Agreement;

WHEREAS, capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

As collateral security for the prompt and complete payment in full and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, the Company hereby pledges and grants to the Administrative Agent a security interest in accordance with and subject to the terms and conditions of the Security Agreement (and the Trademarks referenced therein) in all of the Company’s right, title and interest in, to and under all of the trade names, trademarks and service marks, logos, trademark and service mark registrations, and applications for trademark and service mark registrations, whether now owned by the Company or at any time hereafter acquired by the Company and whether now existing or hereafter coming into existence, that are registered with, or for which applications for registration have been filed with, the United States Patent and Trademark Office, including without limitation those listed on **Schedule A** hereto, and all renewals of trademark and service mark registrations and all goodwill associated therewith (excluding any application for registration of a trademark filed on an intent-to-use basis solely to the extent that the grant of a security interest in any such trademark application would materially adversely affect the validity or enforceability of the resulting trademark registration or result in cancellation of such trademark application).

Notwithstanding the foregoing, in the event of any conflict between this U.S. Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.


This U.S. Trademark Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and construed in accordance with, the law of the State of New York, without regard to principles of conflicts of laws that would result in the application of the laws of any other jurisdiction; provided, that Section 5-1401 of the New York General Obligations Law shall apply.

[signature to follow]

IN WITNESS WHEREOF, the Company has caused this U.S. Trademark Security Agreement to be duly executed and delivered as of the day and year first above written.

COMPANY:

MATTSENKUMAR, LLC

By:  _____

Name: David Rae

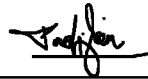
Title: Vice President

Signature Page – U.S. Trademark Security Agreement

TRADEMARK
REEL: 008032 FRAME: 0963


ADMINISTRATIVE AGENT:

HSBC BANK CANADA

By:  _____

Name: Pankaj Jain

Title: Director, Corporate Banking

By:  _____

Name: Madeleine H. Kain

Title: Senior Director, Corporate Banking

**Schedule A
to U.S. Trademark Security Agreement**

TRADEMARKS AND TRADEMARK APPLICATIONS

United States

<u>Owner</u>	<u>Trademarks</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Status</u>	<u>Registration No.</u>	<u>Registration Date</u>
MattsenKumer, LLC	NEQQO	97217969	1-31-22	Published for opposition.	N/A	N/A