

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM803118

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HONOR BOUND PARTNERS, LLC		04/12/2023	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	PENFUND PARTNERS, INC., as Collateral Agent		
Street Address:	Bay Adelaide Centre, 333 Bay Street		
Internal Address:	Suite 610		
City:	Toronto, Ontario		
State/Country:	CANADA		
Postal Code:	M5H 2R2		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5438326	N	
CORRESPONDENCE DATA			
Fax Number:	6123408827		
<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:	6124926862		
Email:	ip.docket@dorsey.com		
Correspondent Name:	Alison W. Jarzyna, Dorsey & Whitney LLP		
Address Line 1:	50 South Sixth Street		
Address Line 2:	Suite 1500		
Address Line 4:	Minneapolis, MINNESOTA 55402-1498		
DOMESTIC REPRESENTATIVE			
Name:	Alison W. Jarzyna, Dorsey & Whitney LLP		
Address Line 1:	50 South Sixth Street		
Address Line 2:	Suite 1500		
Address Line 4:	Minneapolis, MINNESOTA 55402-1498		
NAME OF SUBMITTER:	Alison W. Jarzyna		
SIGNATURE:	/Alison W. Jarzyna/		

OP \$40.00 5438326

DATE SIGNED:	04/14/2023
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Total Attachments: 5

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- source=Mariner - Second Lien Trademark Security Agreement Executed#page2.tif
- source=Mariner - Second Lien Trademark Security Agreement Executed#page3.tif
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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT (as amended, restated, modified or supplemented from time to time, this “**Trademark Security Agreement**”), dated as of April 12, 2023, is made by Honor Bound Partners, LLC, a California limited liability company (the “**Grantor**”), in favor of Penfund Partners, Inc., as the Collateral Agent (in such capacity, together with its successors and permitted assigns, the “**Collateral Agent**”) for the Secured Parties.

WHEREAS, the Grantor is party to that certain Second Lien Security Agreement, dated as of August 18, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among the Grantor, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office.

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

Section 1. Terms. Capitalized terms used but not defined herein shall have the meanings given or given by reference in the Security Agreement.

Grant of Security. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor did and hereby does grant to the Collateral Agent, for the benefit of the Secured Parties, a security interest (the “**Security Interest**”) in all of the Grantor’s right, title and interest in, to and under the registered and applied for Trademarks constituting Registered IP Collateral, as set forth on Schedule A attached hereto, together with all goodwill of the business connected with the use thereof or symbolized thereby, and with respect to the foregoing (a) all extensions and renewals thereof, (b) all income, fees, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including damages and payments for past, present or future infringements and dilutions thereof or injury to the goodwill associated therewith, (c) the right to sue for past, present and future infringements and dilutions thereof or injury to the goodwill associated therewith, and (d) all other rights of any kind accruing thereunder or pertaining thereto throughout the world (collectively, the “**Trademark Collateral**”); *provided that* “**Trademark Collateral**” shall not include, and the Security Interest shall not attach to, any Excluded Asset as provided in the Security Agreement, including any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing and acceptance of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

Section 2. Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement with the U.S. Patent and Trademark Office.

Section 3. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of 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. Delivery of an executed signature page to this Trademark Security Agreement by facsimile or electronic (including .pdf or .tif file)

transmission shall be as effective as delivery of a manually signed counterpart of this Trademark Security Agreement. Section 11.12 of the Credit Agreement is incorporated by reference herein, *mutatis mutandis*.

Section 4. Security Agreement. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

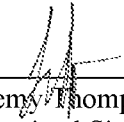
Section 5. Governing Law. Sections 7.08 and 7.09 of the Security Agreement are incorporated by reference herein, *mutatis mutandis*.

Section 6. Intercreditor Agreements. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE COLLATERAL AGENT, FOR THE BENEFIT OF THE SECURED PARTIES, PURSUANT TO THIS TRADEMARK SECURITY AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT AND THE OTHER SECURED PARTIES HEREUNDER ARE SUBJECT TO THE PROVISIONS OF ANY APPLICABLE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF ANY SUCH INTERCREDITOR AGREEMENT AND THIS TRADEMARK SECURITY AGREEMENT, THE PROVISIONS OF SUCH INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.


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Accepted and Agreed:

PENFUND PARTNERS, INC., as Collateral Agent

By:  _____
Name: Jeremy Thompson
Title: Authorized Signatory

SCHEDULE A

<u>Trademark Name (Type)</u>	<u>Owner</u>	<u>Status</u>	<u>Serial No.</u>	<u>Reg. No.</u>	<u>File/Reg. Date</u>
N and Design 	Honor Bound Partners, LLC	Active	87633641	5438326	Filed; 10/4/2017 Registered: 4/3/2018