

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM806834

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Channel Control Merchants, LLC		04/21/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	BMO Harris Bank N.A.		
Street Address:	111 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	97655370	DIRT CHEAP	
Serial Number:	97654947	DIRT CHEAP	
CORRESPONDENCE DATA			
Fax Number:	3126095005		
<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>			
Email:	hmiller@vedderprice.com		
Correspondent Name:	Holly Miller		
Address Line 1:	222 North LaSalle Street - 24th Floor		
Address Line 2:	Vedder Price P.C.		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	40870.00.0284		
NAME OF SUBMITTER:	Holly Miller		
SIGNATURE:	/Holly Miller/		
DATE SIGNED:	04/28/2023		
Total Attachments: 5			
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GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “**Agreement**”), dated as of April 21, 2023, is made by Channel Control Merchants, LLC, a Delaware limited liability company (the “**Grantor**”), in favor of BMO Harris Bank N.A., as collateral agent (in such capacity, the “**Agent**”) in connection with that certain Amended and Restated ABL Credit Agreement, dated as of April 21, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the “**ABL Credit Agreement**”), among HDC Holdings III, LLC, a Delaware limited liability company (the “**Borrower**”), HDC Holdings II, LLC, a Delaware limited liability company, the lending institutions from time to time parties thereto, and BMO Harris Bank N.A., as the Administrative Agent, the Collateral Agent and the Letter of Credit Issuer (in such capacity, the “**Collateral Agent**”) for the benefit of the Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the ABL Credit Agreement, the Lenders have severally agreed to make loans to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the ABL Credit Agreement, each Grantor and any Subsidiaries that become a party thereto, have executed and delivered a Reaffirmation of ABL Pledge Agreement, ABL Security Agreement and ABL Guarantee, dated as of April 21, 2023 in favor of the Collateral Agent, which reaffirms that certain ABL Security Agreement, dated as of July 19, 2017 in favor of the Collateral Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “**Security Agreement**”);

WHEREAS, pursuant to the Security Agreement, Grantors have granted to the Collateral 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 certain Intellectual Property, including the Trademarks, that is not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lenders to make loans to the Borrower, Grantor agrees, for the benefit of the Collateral Agent and the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the ABL Credit Agreement and the Security Agreement.

2. Grant of Security Interest. Grantor hereby grants a lien on and security interest in all of Grantor’s right, title and interest in, to and under the Trademarks that are not Excluded Property (including, without limitation, those items listed on Schedule A hereto), including the goodwill associated with such Trademarks and the right to receive all Proceeds therefrom (collectively, the “**Collateral**”), to the Collateral Agent for the benefit of the Secured Parties 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; provided that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of Grantor’s “intent to use” such trademarks or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed and accepted by the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

3. Purpose. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement

(and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the ABL Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern. In the event of any conflict between the terms of this Agreement and the terms of the ABL Credit Agreement, the terms of the ABL Credit Agreement shall govern.

5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

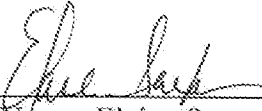
6. GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

GRANTOR:

**CHANNEL CONTROL MERCHANTS,
LLC**

By: _____


Name: Elaine Saxton

Title: SVP, Finance and Accounting


(Signature Page for the Grant of Security Interest in Trademark Rights)

TRADEMARK
REEL: 008062 FRAME: 0113

(Signature Page for the Grant of Security Interest in Trademark Rights)

COLLATERAL AGENT:


BMO HARRIS BANK N.A.

By: 
Name: Joseph Basa
Title: Vice President


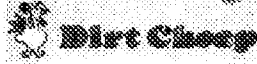
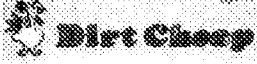


SCHEDULE A

U.S. Trademark Registrations and Applications

U.S. REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

Trademark	Jurisdiction	Record Owner	Serial No. Filing Date
DIRT CHEAP	United States	Channel Control Merchants, LLC	97655370 10/31/2022
	United States	Channel Control Merchants, LLC	97654947 10/31/2022

STATE REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

Trademark	Jurisdiction	Serial No. Filing Date	Recorded Owner
Treasure Hunt (& Design) 	Mississippi	15810; 12/11/2015	Channel Control Merchants, LLC
Dirt Cheap (& Design) 	Mississippi	15658; 4/2/2015	Channel Control Merchants, LLC
Dirt Cheap (& Design) 	Louisiana	10631705; 8/26/2015	Channel Control Merchants, LLC
Dirt Cheap (& Design) 	Alabama	115-579; 9/8/2015	Channel Control Merchants, LLC
Dirt Cheap (& Design) 	Tennessee	000046586; 6/4/2015	Channel Control Merchants, LLC