

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM809060

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Transform SR Brands LLC		04/27/2023	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPP, LLC		
<b>Street Address:</b>	1170 Kane Concourse, Suite 200		
<b>City:</b>	Bay Harbor Islands		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33154		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6747739	ACCELA THAW	
<b>Registration Number:</b>	7025874	COLD CLEAN	
<b>Registration Number:</b>	6335380	LIVEMORE	
<b>Registration Number:</b>	6175440	SEARS	
<b>Registration Number:</b>	6743820	SMART MOTION	
<b>Registration Number:</b>	6309353	SUTTON ROWE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6176468646		
<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>			
<b>Phone:</b>	617-646-8000		
<b>Email:</b>	TMAssignments@wolfgreenfield.com		
<b>Correspondent Name:</b>	Douglas R. Wolf		
<b>Address Line 1:</b>	600 Atlantic Avenue		
<b>Address Line 2:</b>	Wolf, Greenfield & Sacks, P.C.		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02210		
<b>ATTORNEY DOCKET NUMBER:</b>	J0350.40000US00		
<b>NAME OF SUBMITTER:</b>	Douglas R. Wolf		
<b>SIGNATURE:</b>	/drw/		

OP \$165.00 6747739

DATE SIGNED:	05/09/2023
<b>Total Attachments: 6</b> source=J0350.40000US00 - Trademark Security Agreement#page1.tif source=J0350.40000US00 - Trademark Security Agreement#page2.tif source=J0350.40000US00 - Trademark Security Agreement#page3.tif source=J0350.40000US00 - Trademark Security Agreement#page4.tif source=J0350.40000US00 - Trademark Security Agreement#page5.tif source=J0350.40000US00 - Trademark Security Agreement#page6.tif	

## SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT

This SUPPLEMENT TO UNITED STATES TRADEMARK SECURITY AGREEMENT, dated as of April 27, 2023 ("Supplement"), by Transform SR Brands LLC (the "Grantor"), is in favor of JPP, LLC in its capacity as Agent (in such capacity, the "Agent") and is a supplement to that Trademark Security Agreement, dated as of May 14, 2020, by the Grantor in favor of the Agent.

### W I T N E S S E T H:

WHEREAS, the Grantor is party to a Guarantee and Collateral Agreement, dated as of May 14, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of the Agent, pursuant to which the Grantor is required to execute and deliver this Supplement evidencing the security interest granted under the 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 Agent hereby agree as follows:

SECTION 1. Defined Terms. Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Security Agreement. For purposes of this Supplement, "Trademarks" means, collectively, all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, service marks, certification marks, slogans, logos, internet domain names and other source or business identifiers, whether arising under statutory or common law, whether registered or unregistered, and whether established or registered in the United States or any other country or any political subdivision thereof, together with any and all: (i) registrations thereof, and all applications in connection therewith, (ii) all goodwill associated therewith and symbolized thereby, now existing or hereafter adopted or acquired, (iii) rights and privileges arising under applicable law with respect to the use of any of the foregoing, (iv) reissues, continuations, extensions and renewals thereof, (v) income, fees, royalties, damages and payments now and hereafter due or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements, dilutions or other violations thereof, (vi) rights to sue for past, present and future infringements, dilutions or other violations thereof, and (vii) rights corresponding thereto throughout the world.

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 Grantor's Obligations, the Grantor hereby grants to the Agent, for the ratable benefit of the Credit Parties, a security interest in all of the Grantor's right, title and interest in, to and under all of the following property 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 to the extent such property constitutes Collateral under the Security Agreement (collectively, the "Trademark Collateral");

(a) All Trademarks owned by the Grantor, including the registered and applied-for Trademarks of the Grantor listed on Schedule I attached hereto; and

(b) to the extent not otherwise included, all Proceeds, insurance claims, Supporting Obligations and products of any and all of the foregoing; and all collateral security and guarantees given by any Person with respect to any of the foregoing.

For the avoidance of doubt, (i) in no event shall "Trademark Collateral" include any Excluded Property, including intent-to-use trademark applications (and rights in and to such applications) filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C Section 1051 (the "Lanham Act") prior to the accepted filing of a "Statement of Use" or "Amendment to Allege Use" and issuance of a "Certificate of Registration" pursuant to Section 1(d) of the Lanham Act, whereby such intent-to-use trademark application is amended to conform to the requirements for a "use in commerce" application pursuant to Section 1(c) of the Lanham Act, to the extent that granting a security interest in such trademark application prior to such filing and acceptance would adversely affect the enforceability or validity of such trademark application or the resulting trademark registration and (ii) the foregoing grant is merely a grant of a security interest and shall not be deemed an assignment.

SECTION 3. Security Agreement. This Supplement evidences the security interest granted to the Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral are more fully set forth in the Security Agreement. In the event that any provision of this Supplement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

SECTION 4. Termination. The term of this Supplement shall be co-terminous with the Security Agreement and the Agent shall execute, acknowledge and deliver to the Grantor all instruments in writing in recordable form to evidence and release the collateral pledge, grant, lien and security interest in the Trademark Collateral under this Agreement upon the termination of the Security Agreement.

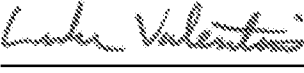
SECTION 5. GOVERNING LAW. THIS SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES THEREOF BUT INCLUDING SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

SECTION 6. Counterparts. This Supplement may be executed in any number of counterparts and by different parties hereto in separate 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 counterpart of a signature page to this Supplement by telecopier or electronic mail of "PDF" file shall be effective as delivery of a manually executed counterpart of this Supplement.

[Remainder of This Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the parties hereto have caused this SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT to be executed and delivered by its duly authorized officer as of the date first above written.

Transform SR Brands LLC

By: 

Name: Luke Valentino

Title: Secretary

Accepted and Agreed:

JPP, LLC, as Agent

By: \_\_\_\_\_

Name:

Title:

IN WITNESS WHEREOF, the parties hereto have caused this SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT to be executed and delivered by its duly authorized officer as of the date first above written.

Transform SR Brands LLC

By: \_\_\_\_\_  
Name:  
Title:

Accepted and Agreed:

JPP, LLC, as Agent

By:   
Name: Edward S. Lampert  
Title: Chief Executive Officer

**SCHEDULE I**  
**to**  
**SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

<b>Owner</b>	<b>Mark Name</b>	<b>Application Number</b>	<b>Application Date</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Country</b>
Transform SR Brands LLC	ACCELA THAW	90/153933	9/2/2020	6747739	5/31/2022	United States
Transform SR Brands LLC	COLD CLEAN	97/549297	8/15/2022	7025874	4/11/2023	United States
Transform SR Brands LLC	LIVEMORE	87/632835	10/4/2017	6335380	4/27/2021	United States
Transform SR Brands LLC	SEARS and House Logo	88/977962	1/8/2020	6175440	10/13/2020	United States
Transform SR Brands LLC	SMART MOTION	90/724859	5/20/2021	6743820	5/31/2022	United States
Transform SR Brands LLC	SUTTON ROWE	87/983753	7/6/2017	6309353	3/30/2021	United States