

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM809876

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GrowthZone, LLC		05/10/2023	Limited Liability Company: DELAWARE
Golden Bidco Inc.		05/10/2023	Corporation: DELAWARE
GZ Buyer, LLC		05/10/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association		
Street Address:	500 First Avenue		
Internal Address:	Commercial Loan Service Center/DCC		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5356561	GROWTHZONE	
Registration Number:	5701383	CHAMBERMASTER	
Registration Number:	4873445	MEMBERZONE	
Registration Number:	3300997	BUILDER FUSION	
CORRESPONDENCE DATA			
Fax Number:	2158325619		
<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:	2155695619		
Email:	timothy.pecsenye@blankrome.com		
Correspondent Name:	Timothy D. Pecsénye (074658-23028 F.M.)		
Address Line 1:	Blank Rome LLP		
Address Line 2:	One Logan Square, 8th Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	074658-23028		

OP \$115.00 5356561

NAME OF SUBMITTER:	Timothy D. Pecsénye
SIGNATURE:	/Timothy D. Pecsénye/
DATE SIGNED:	05/12/2023
Total Attachments: 5 source=GrowthZone-Trademark Security Agreement - Executed(131221501.1) (002)#page1.tif source=GrowthZone-Trademark Security Agreement - Executed(131221501.1) (002)#page2.tif source=GrowthZone-Trademark Security Agreement - Executed(131221501.1) (002)#page3.tif source=GrowthZone-Trademark Security Agreement - Executed(131221501.1) (002)#page4.tif source=GrowthZone-Trademark Security Agreement - Executed(131221501.1) (002)#page5.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Agreement**”), dated as of May 10, 2023, is entered into by **GROWTHZONE, LLC**, a Delaware limited liability company (“**Grantor**”) and **PNC BANK, NATIONAL ASSOCIATION** (the “**Assignee**”), as Agent pursuant to that certain Revolving Credit, Term Loan and Security Agreement and Guaranty dated as of May 10, 2023 (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the “**Credit Agreement**”), by and among, immediately prior to the consummation of the Closing Date Acquisition, **GOLDEN BIDCO INC.**, a Delaware corporation (“**MergerSub**”), immediately following the consummation of the Closing Date Acquisition, **GZ BUYER, LLC**, a Delaware limited liability company, as successor by merger to MergerSub (“**Buyer**”), and Grantor, such other Persons as may hereafter become Borrowers thereunder, **GOLDEN MIDCO INC.**, a Delaware corporation, such other Persons as may hereafter become Guarantors thereunder, the Assignee, **SARATOGA INVESTMENT CORP. SBIC III LP**, as agent for the Saratoga Lenders (in such capacity, “**Saratoga Agent**”) and certain Lenders party thereto.

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Credit Agreement.

WHEREAS, pursuant to the Credit Agreement, the Grantor has granted in favor of the Assignee a security interest in certain Intellectual Property, including the federally registered Trademarks set forth on Schedule A hereto as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Assignee hereby agree as follows:

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Credit Agreement, to evidence further the security interest granted by the Grantor to the Assignee pursuant to the Credit Agreement, Grantor hereby grants to the Assignee a security interest in all of Grantor’s right, title and interest in, to and under the Trademarks, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of Grantor’s Obligations. For the purposes of this Agreement, “**Trademarks**” means (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule A hereto, (ii) the right to obtain all renewals thereof, and (iii) all claims for damages by reason of past, present and future infringements of the Trademarks and the right to sue for and collect such damages, as permitted under the applicable laws for any jurisdiction or country in

which such claims may be asserted for the use and benefit of Assignee and its successors, assigns and other legal representatives; provided, that no United States intent-to-use trademark or service mark application shall be included in the Trademarks to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark or service mark application under Federal law.

(b) Schedule A hereto contains a true and accurate list of all of Grantor's federally registered United States registrations and applications for registration for the Trademarks (excluding Internet domain names) existing as of the date hereof.

(c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Credit Agreement. In the event that any of the provisions of this Agreement are in conflict with the Credit Agreement, the provisions of the Credit Agreement shall govern.

2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Credit Agreement. In connection with the foregoing, Grantor authorizes the Assignee, upon notice to Grantor, to modify this Agreement without obtaining Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A hereto, to add any right, title or interest in any Trademarks owned or subsequently acquired by Grantor or to delete any reference to any right, title or interest in any Trademarks in which Grantor no longer has or claims any right, title or interest. The Grantor additionally agree to execute any additional agreement or amendment hereto as may be reasonably required by the Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Trademark to the security interests and perfection created or contemplated hereby or by the Credit Agreement.

3. Applicable Law

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

4. Counterparts

This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[Signature page follows.]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

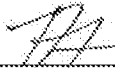
ASSIGNEE:

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: *Rachel Lingelbach*
Name: Rachel Lingelbach
Title: Vice President

GRANTOR:

GROWTHZONE, LLC,
a Delaware limited liability company

By:  _____
Name: Daniel Lynn
Title: President

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 008070 FRAME: 0050

Schedule A to TRADEMARK SECURITY AGREEMENT

Mark Name	Jurisdiction	Owner	Reg. Date (App. Date)	Reg. No. (App. No.)	Status
GROWTHZONE	USA	GrowthZone, LLC	12/12/2017	5356561	Live
CHAMBERMASTER	USA	GrowthZone, LLC	03/19/2019	5701383	Live
MEMBERZONE	USA	GrowthZone, LLC	12/22/2015	4873445	Live
BUILDER FUSION	USA	GrowthZone, LLC	10/02/2007	3300997	Live