

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM811014

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
High Bar Brands Operating, LLC f/k/a Premier Interco, LLC f/k/a Freeze Interco, LLC		05/17/2023	Limited Liability Company: DELAWARE
Viking RE Holdco, LLC		05/17/2023	Limited Liability Company: DELAWARE
Dieter's Metal Fabricating Ltd.		05/17/2023	Corporation: ONTARIO

RECEIVING PARTY DATA

Name:	CIBC Bank USA, as Agent
Street Address:	425 Lexington Avenue, Floor 4
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	6012598	MINIMIZER
Registration Number:	6629685	SAF-T-LATCH
Registration Number:	5098091	OUR REPUTATION IS STAINLESS!
Registration Number:	4367326	PANELITE
Registration Number:	3075235	DIETER'S
Registration Number:	3172822	D
Registration Number:	4766180	PREMIER EQUIPMENT

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 8004945225

Email: ipteam@cogencyglobal.com

Correspondent Name: JAY DASILVA

Address Line 1: 1025 CONNECTICUT AVE., NW, STE. 712

Address Line 2: COGENCY GLOBAL INC.

TRADEMARK

Address Line 4:	WASHINGTON, D.C. 20036
ATTORNEY DOCKET NUMBER:	2002446 TM
NAME OF SUBMITTER:	Janet Wamsley
SIGNATURE:	/Janet Wamsley/
DATE SIGNED:	05/17/2023
Total Attachments: 9 source=High Bar Brands Operating, LLC - 2nd Amendment to Trademark Security Agreement#page3.tif source=High Bar Brands Operating, LLC - 2nd Amendment to Trademark Security Agreement#page4.tif source=High Bar Brands Operating, LLC - 2nd Amendment to Trademark Security Agreement#page5.tif source=High Bar Brands Operating, LLC - 2nd Amendment to Trademark Security Agreement#page6.tif source=High Bar Brands Operating, LLC - 2nd Amendment to Trademark Security Agreement#page7.tif source=High Bar Brands Operating, LLC - 2nd Amendment to Trademark Security Agreement#page8.tif source=High Bar Brands Operating, LLC - 2nd Amendment to Trademark Security Agreement#page9.tif source=High Bar Brands Operating, LLC - 2nd Amendment to Trademark Security Agreement#page10.tif source=High Bar Brands Operating, LLC - 2nd Amendment to Trademark Security Agreement#page11.tif	

**JOINDER AND SECOND AMENDMENT TO
COPYRIGHT, PATENT AND TRADEMARK SECURITY AGREEMENT**

This Joinder and Second Amendment to Copyright, Patent and Trademark Security Agreement (this "Amendment") is made as of May 17, 2023 by and among High Bar Brands Operating, LLC f/k/a Premier Interco, LLC f/k/a Freeze Interco, LLC, a Delaware limited liability company, Viking RE Holdco, LLC, a Delaware limited liability company, (collectively, the "Existing Grantor"), Dieter's Metal Fabricating Ltd., an Ontario corporation ("New Grantor", and together with the Existing Grantor, individually, a "Grantor", and collectively, the "Grantors"), and CIBC Bank USA, as agent (in such capacity, the "Agent") for its own benefit and the benefit of the other Lenders (as defined in the Credit Agreement referred to below), in consideration of the mutual covenants contained herein and benefits to be derived herefrom.

WITNESSETH:

WHEREAS, reference is made to that certain Amended and Restated Credit Agreement, dated as of January 14, 2020 (as amended, restated, supplemented or otherwise modified and in effect from time to time, the "Credit Agreement"), by, among others, Existing Grantor, the Lenders party thereto from time to time, and the Agent;

WHEREAS, reference is further made to that certain Copyright, Patent and Trademark Security Agreement, dated as of January 14, 2020, as amended by that certain Joinder and First Amendment to Copyright, Patent and Trademark Security Agreement, dated as of August 5, 2022 (as amended, restated, supplemented or otherwise modified and in effect from time to time, the "IP Security Agreement"), by and among the Existing Grantor and the Agent, pursuant to which, among other things, the Existing Grantor granted to the Agent, for the ratable benefit of the Lenders, a continuing security interest in and to the Copyrights, the Patents and the Trademarks (each as defined therein) (collectively, the "IP Collateral");

WHEREAS, the New Grantor has joined the Credit Agreement and certain other Loan Documents pursuant to, among other things, that certain Second Amended and Restated Credit Agreement, dated as of May 17, 2023 (as amended, restated, supplemented or otherwise modified and in effect from time to time, the "Joinder"), by, among others, the Existing Grantor, the Lenders party thereto from time to time, and the Agent;

WHEREAS, pursuant to the Credit Agreement, the New Grantor is required to join the IP Security Agreement as a "Grantor" thereunder;

WHEREAS, the Grantors have advised the Agent that certain of the Grantors have acquired additional IP Collateral; and

WHEREAS, the New Grantor desires to join the IP Security Agreement, and the Grantors and the Agent now wish to amend, modify and supplement the IP Security Agreement, as more particularly set forth in this Amendment.

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions. All capitalized terms used herein and not otherwise defined shall have the same meaning herein as in the IP Security Agreement, the Credit Agreement or that certain Second Amended and Restated Guaranty and Collateral Agreement, dated as of May 17, 2023 (as amended, restated, supplemented or otherwise modified and in effect from time to time) (as applicable).
2. Joinder to IP Security Agreement.
 - (a) In furtherance and as confirmation of the security interest granted by the New Grantor to the Agent (for its own benefit and the benefit of the Lenders) under the Credit Agreement, and as further security for the payment or performance, as the case may be, in full of the Secured Obligations, the New Grantor hereby ratifies such security interest and grants to the Agent (for its own benefit and the benefit of the Lenders) a continuing security interest, with a power of sale (which power of sale shall be exercisable only following the occurrence and during the continuance of an Event of Default), in all of the present and future right, title and interest of the New Grantor in and to the IP Collateral of the New Grantor.
 - (b) The New Grantor hereby (a) joins in the execution of, and becomes a party to, the IP Security Agreement, (b) agrees that the New Grantor shall, for all purposes, be deemed to be a "Grantor" under the IP Security Agreement, and (c) agrees that the New Grantor is bound by all representations, warranties, covenants, agreements, liabilities and obligations of the Grantors under the IP Security Agreement and all related documents, in each case, with the same force and effect as if the New Grantor was a signatory to the IP Security Agreement and such related documents and was expressly named therein.
3. Amendment to Exhibit B. **EXHIBIT B** to the IP Security Agreement is hereby supplemented (but not, for the avoidance of doubt, replaced) by **EXHIBIT B-1** attached hereto.
4. Amendment to Exhibit C. **EXHIBIT C** to the IP Security Agreement is hereby supplemented (but not, for the avoidance of doubt, replaced) by **EXHIBIT C-1** attached hereto.
5. Effect on IP Security Agreement. Except as specifically provided herein, all of the terms and conditions of the IP Security Agreement shall remain in full force and effect. Each Grantor (including the New Grantor) hereby ratifies, confirms, and reaffirms all representations, warranties, and covenants contained therein. Without limiting the generality of the foregoing, each Grantor hereby acknowledges, confirms and agrees that all IP Collateral (including the IP Collateral described on Exhibits B-1 and C-1 attached hereto) shall continue to secure the Secured Obligations. Each Grantor further acknowledges and agrees that such Grantor does not have any knowledge of any offsets, defenses, or counterclaims against the Agent or any other Lender.
6. Counterparts. This Amendment may be executed in any number of and by different parties hereto on separate counterparts, all of which, when so executed, shall be deemed an

original, but all such counterparts shall constitute one and the same agreement. Any signature delivered by a party by facsimile or other electronic transmission (including email transmission of a PDF image) shall be deemed to be an original signature hereto.

7. Governing Law. This Amendment, and all matters relating hereto or arising herefrom (whether arising under contract law, tort law, or otherwise) shall be governed and construed in accordance with the law of the State of New York, without regard to conflict of laws principles.

[signature pages follow]

IN WITNESS WHEREOF, the Grantors and the Agent have caused this Amendment to be executed by their duly authorized officers as of the date first above written.

GRANTORS:

VIKING RE HOLDCO, LLC

By: 

Name: Christopher P. Thorpe

Title: President and Chief Executive Officer

HIGH BAR BRANDS OPERATING, LLC

F/K/A PREMIER INTERCO, LLC

F/K/A FREEZE INTERCO, LLC

By: 

Name: Christopher P. Thorpe

Title: President and Chief Executive Officer

DIETER'S METAL FABRICATING LIMITED

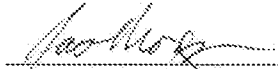
By: 

Name: Christopher P. Thorpe

Title: Chief Executive Officer

AGENT:

CIBC BANK USA

By: 

Name: Jason Morgan

Title: Managing Director

EXHIBIT B-1

UNITED STATES ISSUED PATENTS

Item	Owner	Jurisdiction	Issuance/Registration/Application Number	Status
Utility Patent	Premier Equipment, Inc.	United States	5,240,274	Issued
Utility Patent	Premier Equipment, Inc.	United States	5,312,128	Issued
Utility Patent	Dieter's Metal Fabricating Limited	United States	7,278,666	Issued

UNITED STATES PATENT APPLICATIONS

None.

FOREIGN ISSUED PATENTS

None.

FOREIGN PATENT APPLICATIONS

None.

EXHIBIT C-1

UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS
AND COLLECTIVE MEMBERSHIP MARKS

REGISTRATIONS

Item	Owner	Jurisdiction	Issuance/Registration/ Application Number	Status
	High Bar Brands Operating, LLC f/k/a Premier Interco, LLC f/k/a Freeze Interco, LLC	United States	6012598	Registered
SAF-T-LATCH	High Bar Brands Operating, LLC f/k/a Premier Interco, LLC f/k/a Freeze Interco, LLC	United States	6629685	Registered
Our Reputation is Stainless! Service Mark	Dieter's Metal Fabricating Limited	United States	5098091	Registered
Panelite	Dieter's Metal Fabricating Limited	United States	4367326	Registered
Dieter's	Dieter's Metal Fabricating Limited	United States	3075235	Registered
D	Dieter's Metal Fabricating Limited	United States	3172822	Registered
Premier Equipment	Premier Equipment, Inc.	United States	4766180	Registered


COLLECTIVE MEMBERSHIP MARKS

None.

UNREGISTERED MARKS

None.

FOREIGN ISSUED TRADEMARKS, SERVICE MARKS
AND COLLECTIVE MEMBERSHIP MARKS

Item	Owner	Jurisdiction	Issuance/Registration/ Application Number	Status
	High Bar Brands Operating, LLC f/k/a Premier Interco, LLC f/k/a Freeze Interco, LLC	Brazil	IR 1546763	Registered
	High Bar Brands Operating, LLC f/k/a Premier Interco, LLC f/k/a Freeze Interco, LLC	Colombia	IR 1546763	Registered
	High Bar Brands Operating, LLC f/k/a Premier Interco, LLC f/k/a Freeze Interco, LLC	Mexico	IR 1546763	Registered
TESTED AND TORTURED	High Bar Brands Operating, LLC f/k/a Premier Interco, LLC f/k/a Freeze Interco,	Brazil	IR 1529602	Registered

	LLC			
TESTED AND TORTURED	High Bar Brands Operating, LLC f/k/a Premier Interco, LLC f/k/a Freeze Interco, LLC	Colombia	IR 1529602	Registered
TESTED AND TORTURED	High Bar Brands Operating, LLC f/k/a Premier Interco, LLC f/k/a Freeze Interco, LLC	Mexico	IR 1529602	Registered
Dieter's Logo	Dieter's Metal Fabricating Limited	Canada	Registration number: TMA653,564 File number: 1222324	Registered
Dieter's Trademark	Dieter's Metal Fabricating Limited	Canada	Registration number: TMA653,446 File number: 1222323	Registered
Our Reputation is Stainless! Service Mark	Dieter's Metal Fabricating Limited	Canada	Registration number: TMA935,894 File number: 1662564	Registered
Panelite Trademark	Dieter's Metal Fabricating Limited	Canada	Registration number: TMA875,510 File number: 1533379	Registered

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