

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM813003

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Bernard Group, Inc.		05/25/2023	Corporation: MINNESOTA
Collaterate, LLC		05/25/2023	Limited Liability Company: MINNESOTA
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	10 S Dearborn, Floor L2, Suite IL1-1145		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4800803	COLLATERATE	
Registration Number:	6761317	STYGREEN	
Registration Number:	6118157	S	
Registration Number:	5945840	THE BERNARD GROUP EXPERIENCE RETAIL DIFF	
Registration Number:	5878515	THE BERNARD GROUP	
Registration Number:	5829072		
Registration Number:	5140400	THE BERNARD GROUP EDUCATE · INNOVATE · I	
Registration Number:	5705360	PRINTSPIRATION	
CORRESPONDENCE DATA			
Fax Number:	6127661600		
<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:	6127666911		
Email:	susan.carlson@faegredrinker.com		
Correspondent Name:	Susan Carlson, Faegre Drinker Biddle		
Address Line 1:	90 S 7th St Ste 2200		
Address Line 4:	Minneapolis, MINNESOTA 55402		
NAME OF SUBMITTER:	Susan Carlson		

OP \$215.00 4800803

SIGNATURE:	/e/ Susan Carlson
DATE SIGNED:	05/25/2023
Total Attachments: 6 source=TBG Patent and Trademark Security Agreement#page1.tif source=TBG Patent and Trademark Security Agreement#page2.tif source=TBG Patent and Trademark Security Agreement#page3.tif source=TBG Patent and Trademark Security Agreement#page4.tif source=TBG Patent and Trademark Security Agreement#page5.tif source=TBG Patent and Trademark Security Agreement#page6.tif	

PATENT AND TRADEMARK SECURITY AGREEMENT

This Agreement is made as of May 25, 2023 by and among the parties listed on the signature pages hereof as Debtors (the “**Debtors**”), and JPMorgan Chase Bank, N.A., a national banking association, as administrative agent (in such capacity, the “**Administrative Agent**”) for the Secured Parties, as defined in the Credit Agreement described below.

Pursuant to a Credit Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”) among the Debtors, other Loan Parties (as defined therein) from time to time party thereto, the Lenders (as defined therein) from time to time party thereto and the Administrative Agent, the Lenders have agreed to make advances and grant certain other financial accommodations to the Debtors.

As a condition to making any advance under the Credit Agreement, the Lenders required the execution and delivery by the Debtors of a Pledge and Security Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), pursuant to which each Debtor, among others, granted to the Administrative Agent a security interest in substantially all of such Debtor’s personal property.

Pursuant to the Security Agreement, the Debtors are required to execute and deliver this Agreement to the Administrative Agent.

ACCORDINGLY, in consideration of the mutual covenants contained in the Credit Agreement, the Security Agreement and this Agreement, the parties hereby agree as follows:

1. Definitions.

Terms defined in or pursuant to the Security Agreement and not otherwise defined herein shall have the meanings given them in or pursuant to the Security Agreement. In addition, the following terms have the meanings set forth below:

“**Patent**” means any patent or application for patent.

“**Patent and Trademark Collateral**” means all right, title and interest of each Debtor in and to the following, in each case whether now owned or existing or hereafter acquired or arising:

- (i) All Patents, including the Specified Patents.
- (ii) All Trademarks, including the Specified Trademarks
- (iii) All accounts and other rights to payment (including but not limited to payments of royalties) arising from or relating to any Patent or Trademark.
- (iv) All rights to recover for all past, present, and future infringements, dilutions, pre-issuance recoveries and other violations of Patents and Trademarks.
- (v) All present and future license agreements with respect to the Patents and Trademarks.
- (vi) All proceeds of any and all of the foregoing.

“**Specified Patent**” means each of the Patents listed on Schedule A, together with all continuations, continuations-in-part, divisions, foreign counterparts, reissues, reexaminations, renewals and extensions thereof.

“**Specified Trademark**” means each of the Trademarks listed on Schedule B, together with all divisions, foreign counterparts, renewals and extensions thereof.

“**Trademark**” means any trademark, service mark, collective membership mark, and registration or application for registration of any trademark, service mark or collective membership mark, together with the goodwill associated therewith.

2. Grant of Security Interest.

In order to secure the Secured Obligations (as defined in the Credit Agreement), each Debtor hereby confirms and acknowledges that it has granted and created (and, to the extent not previously granted under the Security Agreement, does hereby irrevocably grant and create) a security interest in the Patent and Trademark Collateral to the Administrative Agent, for the benefit of the Secured Parties.

3. Representations and Warranties.

Each Debtor represents and warrants that it owns each of the Specified Patents and Specified Trademarks indicated with respect to it on Schedules A and B, respectively, free and clear of any Lien other than Liens permitted under the Loan Documents.

4. General Rights and Obligations.

Except as expressly set forth herein, the rights and obligations of the Debtors and the Administrative Agent with respect to the Patent and Trademark Collateral shall in all respects be governed by the Credit Agreement and the Security Agreement, the terms of which are incorporated as fully as if set forth at length herein.

5. Continuing Effect.

This Agreement and the Administrative Agent’s security interest in the Patent and Trademark Collateral shall continue in full force and effect until Payment in Full (as defined in the Credit Agreement) of the Secured Obligations.

6. Counterparts.

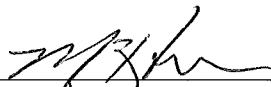
This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

Signature pages follow.

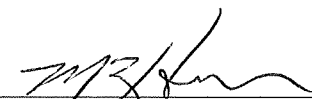
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

DEBTORS:

THE BERNARD GROUP, INC.

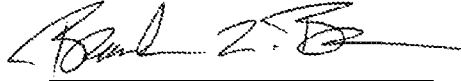
By: 
Name: Matt Hanson
Title: CEO

COLLATERATE, LLC

By: 
Name: Matt Hanson
Title: CEO

ADMINISTRATIVE AGENT:

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: 
Name: Brandon L. Brauer
Title: Authorized Officer

Schedule A

PATENTS AND PATENT APPLICATIONS

U.S. Patent Registrations

Country	Registered Owner	Patent Name	Registration / Application Date	Registration / Application Number
USA	The Bernard Group, Inc.	Multiple Configuration Computer Display	6/4/2019	D850462

Schedule B

TRADEMARKS AND TRADEMARK APPLICATIONS

U.S. Trademark Registrations

Country / State	Registered Owner	Mark	Application No.	Application Date	Registration No.	Registration Date
USA	Collaterate, LLC	COLLATERATE	86306665	6/11/2014	4800803	8/25/2015
USA	The Bernard Group, Inc.	STYGREEN	901211811	8/18/2020	6761317	6/14/2022
USA	The Bernard Group, Inc.	S	88764285	1/17/2020	6118157	8/4/2020
USA	The Bernard Group, Inc.	THE BERNARD GROUP EXPERIENCE RETAIL DIFFERENTLY	88221498	12/7/2018	5945840	12/24/2016
USA	The Bernard Group, Inc.	THE BERNARD GROUP	88320581	2/28/2019	5878515	10/8/2019
USA	The Bernard Group, Inc.	Design	88320587	2/28/2019	5829072	8/6/2019
USA	The Bernard Group, Inc.	THE BERNARD GROUP EDUCATE INNOVATE INSPIRE	87031475	5/10/2016	5140400	2/14/2017
USA	The Bernard Group, Inc.	PRINTSPIRATION	87979855	1/13/2017	5705360	3/19/2019