

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM815658

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MONARCH BRANDS GLOBAL, LLC		06/07/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	MIDCAP FINANCIAL TRUST		
Street Address:	7255 WOODMONT AVENUE, SUITE 300		
City:	BETHESDA		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	STATUTORY TRUST: DELAWARE		
PROPERTY NUMBERS Total: 23			
Property Type	Number	Word Mark	
Registration Number:	6776610	ASTON & ARDEN	
Registration Number:	6688288	ASTON & ARDEN	
Registration Number:	6390113	BCK2U	
Registration Number:	6706649	HOST & HOME	
Registration Number:	6707125	MARIPOSA LINEN	
Registration Number:	6092161	METRO SOFT	
Registration Number:	5779718	MONARCH BRANDS	
Registration Number:	6603678	SMARTPADS	
Registration Number:	5914912	SMARTRAGS	
Registration Number:	5781788	THE SLOPPY CHEF	
Registration Number:	6687264	THE SLOPPY CHEF	
Registration Number:	6707128	TOWELZILLA	
Registration Number:	6707129	TOWELZILLA	
Registration Number:	6943915	ASTON & ARDEN	
Registration Number:	6943916	ASTON & ARDEN	
Registration Number:	6785223	ARKWRIGHT HOME	
Registration Number:	6778105	ARKWRIGHT HOME	
Registration Number:	6764571	ARKWRIGHT HOME	
Registration Number:	6724550	ARKWRIGHT HOME	

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Property Type	Number	Word Mark
Registration Number:	5923894	ARKWRIGHT LLC
Registration Number:	5929831	ARKWRIGHT LLC
Registration Number:	6724931	CAMPBELL RAMSAY
Registration Number:	6724932	COMMON GROUND

CORRESPONDENCE DATA

Fax Number: 2129692900
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: 212-969-3000
Email: ypan@proskauer.com
Correspondent Name: Yee-Chung Chen
Address Line 1: Proskauer Rose LLP
Address Line 2: One International Place
Address Line 4: Boston, MASSACHUSETTS 02110-2600

ATTORNEY DOCKET NUMBER:	11964.492
NAME OF SUBMITTER:	Yee-Chung Chen
SIGNATURE:	/Yee-Chung Chen/
DATE SIGNED:	06/07/2023

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of June 7, 2023 (as amended, restated, supplemented or otherwise modified from time to time, this “**Trademark Security Agreement**”), is made by the entities identified as grantors on the signature pages hereto (individually, a “**Grantor**,” and, collectively, the “**Grantors**”) in favor of **MIDCAP FINANCIAL TRUST**, as Administrative Agent and Collateral Agent for the Secured Parties (in such capacities and together with its successors and permitted assigns in such capacities, the “**Collateral Agent**”).

WHEREAS, the Grantors are party to that certain Security Agreement, dated as of August 12, 2022 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), between each of the Grantors, the other grantors party thereto and the Collateral Agent, pursuant to which the Grantors granted a security interest to the Collateral Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. GRANT OF SECURITY INTEREST

As collateral security for the payment or performance when due of the Secured Obligations, including the Guaranteed Obligations, each Grantor hereby grants to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned by such Grantor to the extent constituting Collateral (collectively, the “**Trademark Collateral**”); *provided* that, the Trademark Collateral shall not include any Excluded Assets (such as any intent-to-use Trademark application prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademark application or any registration that issues therefrom under applicable federal law):

- (i) all Trademarks owned by Grantor and listed in Schedule A hereto.

SECTION 3. SECURITY AGREEMENT

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the benefit of the Secured Parties pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the

Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. RECORDATION

Each Grantor hereby authorizes and requests that the USPTO record this Trademark Security Agreement.

SECTION 5. TERMINATION

This Trademark Security Agreement shall terminate and the security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations (other than any outstanding indemnification obligations); *provided* that the security interest in the Trademark Collateral may also be released pursuant to Section 6.11(c) of the Security Agreement. Upon the termination of this Trademark Security Agreement, the Collateral Agent, at the expense of the Grantors, shall promptly execute all documents and take all other actions reasonably requested by the Grantors to evidence and record the release of the security interests in the Trademark Collateral granted herein.

SECTION 6. GOVERNING LAW

THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW PRINCIPLES THAT WOULD APPLY THE LAWS OF ANOTHER JURISDICTION.

SECTION 7. COUNTERPARTS

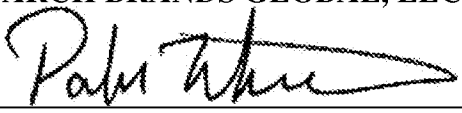
This Trademark Security Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery by facsimile or other electronic communication of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement. The words "execution," "signed," "signature," and words of like import in this Agreement shall be deemed to include electronic signatures or electronic records, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

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IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

MONARCH BRANDS GLOBAL, LLC

By: 
Name: Pat Fitzmaurice
Title: Chief Financial Officer


Agreed to and acknowledged
as of the date first listed above:

COLLATERAL AGENT:

MIDCAP FINANCIAL TRUST

By: Apollo Capital Management, L.P.,
its investment manager

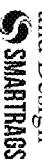
By: Apollo Capital Management GP, LLC,
its general partner

By: 


Name: Maurice Amsellem
Title: Authorized Signatory

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS¹

#	Mark Name	Country	Filed Date	App. No.	Status	Reg. Date	Reg. No.	Owner
1.	ASTON & ARDEN	USA	6/18/2020	90976506	Registered	6/28/2022	6776610	Monarch Brands Global, LLC
2.	ASTON & ARDEN and Design ASTON & ARDEN	USA	6/18/2020	90976569	Registered	3/29/2022	6688288	Monarch Brands Global, LLC
3.	BCK2U	USA	9/25/2019	88629816	Registered	6/15/2021	6390113	Monarch Brands Global, LLC
4.	HOST & HOME and Design <i>Host & Home</i>	USA	4/29/2021	90681602	Registered	4/19/2022	6706649	Monarch Brands Global, LLC
5.	MARIPOSA LINEN and Design <i>Mariposa Linen</i>	USA	5/21/2021	90727159	Registered	4/19/2022	6707125	Monarch Brands Global, LLC
6.	METRO SOFT	USA	5/10/2019	88424763	Registered	6/30/2020	6092161	Monarch Brands Global, LLC
7.	MONARCH BRANDS	USA	10/24/2018	88166982	Registered	6/18/2019	5779718	Monarch Brands Global, LLC
8.	SMARTPADS	USA	5/1/2020	88896888	Registered	12/28/2021	6603678	Monarch Brands Global, LLC
9.	SMARTRAGS and Design 	USA	5/23/2019	88443865	Registered	11/19/2019	5914912	Monarch Brands Global, LLC

¹ A corrective assignment has been filed with the USPTO reflecting Monarch Brands Global, LLC as the true owner of the trademarks in this table.

#	Mark Name	Country	Filed Date	App. No.	Status	Reg. Date	Reg. No.	Owner
10.	THE SLOPPY CHEF	USA	1/9/2019	88255528	Registered	6/18/2019	5781788	Monarch Brands Global, LLC
11.	THE SLOPPY CHEF	USA	1/15/2019	88262582	Registered	3/29/2022	6687264	Monarch Brands Global, LLC
12.	TOWELZILLA	USA	5/21/2021	90727258	Registered	4/19/2022	6707128	Monarch Brands Global, LLC
13.	TOWELZILLA and Design  TOWELZILLA	USA	5/21/2021	90727312	Registered	4/19/2022	6707129	Monarch Brands Global, LLC
14.	ASTON & ARDEN	USA	6/18/2020	90009209	Registered	1/3/2023	6943915	Monarch Brands Global, LLC
15.	ASTON & ARDEN and Design ASTON ARDEN	USA	6/18/2020	90009219	Registered	1/3/2023	6943916	Monarch Brands Global, LLC
16.	ARKWRIGHT HOME	USA	5/11/2021	90702926	Registered	7/12/2022	6785223	Monarch Brands Global, LLC
17.	ARKWRIGHT HOME and Design ARKWRIGHT	USA	5/11/2021	90702985	Registered	7/5/2022	6778105	Monarch Brands Global, LLC
18.	ARKWRIGHT HOME	USA	5/21/2021	90726815	Registered	6/21/2022	6764571	Monarch Brands Global, LLC
19.	ARKWRIGHT HOME and Design ARKWRIGHT	USA	5/21/2021	90726863	Registered	5/24/2022	6724550	Monarch Brands Global, LLC
20.	ARKWRIGHT LLC	USA	4/27/2018	87896702	Registered	12/3/2019	5923894	Monarch Brands Global, LLC

#	Mark Name	Country	Filed Date	App. No.	Status	Reg. Date	Reg. No.	Owner
21.	ARKWRIGHT LLC and Design ARKWRIGHT L	USA	4/27/2018	87896633	Registered	12/10/2019	5929831	Monarch Brands Global, LLC
22.	CAMPBELL RAMSAY	USA	11/10/2021	97118351	Registered	5/24/2022	6724931	Monarch Brands Global, LLC
23.	COMMON GROUND	USA	11/10/2021	97118423	Registered	5/24/2022	6724932	Monarch Brands Global, LLC

TRADEMARK

REEL: 008094 FRAME: 0171

RECORDED: 06/07/2023