

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM821137

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sonnier & Castle by rhubarb LLC		06/30/2023	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Name:	HSBC UK Bank plc		
Street Address:	Level 6, 71 Queen Victoria Street		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	EC4V 4AY		
Entity Type:	Private Limited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5369863	SONNIER & CASTLE	
Registration Number:	5369709	SONNIER & CASTLE	
CORRESPONDENCE DATA			
Fax Number:	4192416894		
<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:	4193211233		
Email:	beckel@shumaker.com		
Correspondent Name:	Beth M. Eckel		
Address Line 1:	1000 Jackson Street		
Address Line 4:	Toledo, OHIO 43604		
DOMESTIC REPRESENTATIVE			
Name:	Beth M. Eckel		
Address Line 1:	1000 Jackson Street		
Address Line 4:	Toledo, OHIO 43604		
NAME OF SUBMITTER:	Beth M. Eckel		
SIGNATURE:	/s/Beth M. Eckel		
DATE SIGNED:	06/30/2023		

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Total Attachments: 6

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This Agreement is subject to, and has the benefit of, an Intercreditor Agreement dated as of June 30, 2023 and made among, among others, the Parent, the Obligors, the Agent the Security Agent and the Lenders and as amended and restated from time to time.

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of June 30, 2023 (the "Effective Date"), made by and between **SONNIER & CASTLE BY RHUBARB LLC**, a New York limited liability company (the "Grantor"), and **HSBC UK BANK PLC**, as security trustee for the Secured Parties (the "Security Agent").

WHEREAS, Richmond Topco Limited, a company organized under the laws of England and Wales ("Parent"), certain of its subsidiaries and affiliates, as Borrowers and Guarantors, and the Security Agent, among others, are parties to a Revolving Facility Agreement dated as of even date herewith (as supplemented, amended, restated, modified, or amended and restated from time to time, the "Facility Agreement"), pursuant to which, the Lenders will make certain Loans and other financial accommodations to the Borrowers;

WHEREAS, in connection with the Facility Agreement, the Grantor has executed and delivered a Security Agreement dated as of even date herewith (as the same may be amended, restated, supplemented, or otherwise modified from time to time, the "Security Agreement") to secure the Secured Obligations (as such term is defined in the Security Agreement).

WHEREAS, in connection with the Security Agreement, the Grantor is required to execute and deliver this Agreement for recording with governmental authorities, including, but not limited to, the United States Patent and Trademark Office and to grant to the Security Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all of the Secured Obligations (as such term is defined in the Security Agreement).

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

1. **DEFINITIONS.** Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Security Agreement or the Facilities Agreement, as applicable.

2. **GRANT OF SECURITY INTEREST.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Secured Obligations, the Grantor does hereby grant to the Security Agent a security interest in all of the following property (the "Trademark Collateral"), whether now owned or hereafter acquired or existing by it:

(a) all registered trade names, logos, trademark and service mark registrations, and applications for trademark and service mark registrations, including all renewals of trademark and service mark registrations, all rights to recover for all past, present and future infringements thereof and all rights to sue therefor, and all rights corresponding thereto (collectively "Trademarks") of Grantor, whether now owned or hereafter acquired by Grantor, together, in each case, with the

product lines and goodwill of the business connected with the use of, and symbolized by, each such trade name, trademark, service mark and other Trademark, provided that notwithstanding the foregoing or any other provision in this Agreement, "*Trademark Collateral*" shall not include any Excluded Property (as defined in the Security Agreement);

(c) all reissues, extensions or renewals of any of the items described in clause (a) and (b);

(d) all of the goodwill associated with or symbolized by the items described in, clauses (a) and (b) above; and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, or Trademark registration, including any Trademark or Trademark registration referred to in Schedule I attached hereto, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license.

3. SECURITY AGREEMENT. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Security Agent in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Security Agent under the Security Agreement. The Security Agreement (and all rights and remedies of the Security Agent thereunder) shall remain in full force and effect in accordance with its terms subject to Section 4 hereof.

4. ACKNOWLEDGMENT. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Security Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

5. FINANCE DOCUMENT, ETC. This Agreement is a Finance Document executed pursuant to the Facility Agreement and Security Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Security Agreement.

7. GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAW OF THE STATE OF NEW YORK (INCLUDING, WITHOUT LIMITATION, SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF SAID STATE).

8. COUNTERPARTS; ELECTRONIC SIGNATURES. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original (whether such counterpart is originally executed or an electronic copy of an original) and all of which shall constitute together but one and the same agreement. Signatures delivered by electronic methods shall have the same effect as signatures delivered in person. The words "executed," "signed," "signature," and words of like import in this Agreement shall be deemed to include electronic signatures or the keeping of 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 state laws based on the Uniform Electronic Transactions Act.

9. CONTRACTUAL RECOGNITION TO BAIL-IN OF EEA FINANCIAL INSTITUTIONS. The parties agree that Section 6.18 of the Security Agreement is incorporated herein in its entirety.

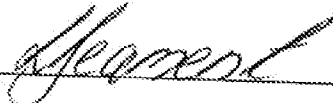
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first above written.

SONNIER & CASTLE BY RHUBARB LLC

a New York limited liability company, as Grantor

By: _____

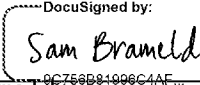


Name: Laraine Beament

Title: Secretary & Treasurer

[Signature Page to Trademark Security Agreement]

HSBC UK BANK PLC,
as Security Agent

By:  DocuSigned by:
Sam Brameld
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Name: Sam Brameld

Title: Director

**SCHEDULE 1
TRADEMARKS**

A. Trademark Registrations

Country	Trademark	Serial No.	Registration Number	Registration Date
USA	SONNIER & CASTLE	87478943	5369863	January 2, 2018
USA	SONNIER & CASTLE	87476835	5369709	January 2, 2018

B. Trademark Applications: NONE