

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM824882

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900776364

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Leo Berwick, LP		05/30/2023	Limited Partnership: DELAWARE

RECEIVING PARTY DATA

Name:	CIBC Bank USA
Street Address:	120 South LaSalle Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	97849396	LEO BERWICK
Serial Number:	97849409	LEO BERWICK

CORRESPONDENCE DATA

Fax Number: 6308719869

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: 6308712600

Email: erhardt@ccmlawyer.com

Correspondent Name: Clingen Callow & McLean, LLC

Address Line 1: 2300 Cabot Drive, Suite 500

Address Line 4: Lisle, ILLINOIS 60532

NAME OF SUBMITTER:	Christopher McCleary
SIGNATURE:	/Christopher McCleary/
DATE SIGNED:	07/17/2023

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement, (this “*Agreement*”) dated May 30, 2023, in entered into by and between, Leo Berwick, LP, a Delaware limited partnership (“*Debtor*”) and CIBC BANK USA, together with any of its affiliates or subsidiary corporations, or their successors (“*Secured Party*”).

WHEREAS, the Debtor is party to that certain Loan and Security Agreement, dated as of the date hereof, by and among, Debtor, Secured Party, and the other parties thereto, as amended, restated, supplemented or otherwise modified from time to time, (“*Loan Agreement*”); and

WHEREAS, pursuant to the terms of the Loan Agreement, the Debtor has requested that Secured Party maintain and/or extend credit from time to time to the Debtor and Secured Party has indicated its willingness to do so only if, among other things, the Debtor agrees to enter into this Agreement.

NOW, THEREFORE, in consideration of the premises and the covenants hereinafter contained and to induce Secured Party to make Loans (as defined under the Loan Agreement) under the Loan Agreement, Debtor has agreed to enter into this Agreement as follows:

(i) Debtor grants to Secured Party a continuing security interest in and to all of the right, title and interest of such Debtor in, to and under the following property, wherever located, and whether now existing or hereafter arising or acquired from time to time listed in Schedule A (“*Trademark Collateral*”);

(ii) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application and all extensions and renewals thereof; and

(iii) All proceeds of the foregoing, including without limitation (x) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing and (y) any and all claims and causes of action by Debtor against third parties for damages, restitution and injunctive and other legal and equitable relief by reason of past, present or future infringement, dilution, misappropriation, violation, misuse, breach or default of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right but no obligation to sue for and collect, or otherwise recover, said damages;

to secure the payment and performance of any and all advances, debts, obligations and liabilities of the Debtor owing to the Secured Party and its affiliates (if any) heretofore, now or hereafter made, incurred or created, whether voluntary or involuntary and however arising, whether due or not due, absolute or contingent, liquidated or unliquidated, determined or undetermined, and whether the Debtor may be liable individually or jointly with others, or whether recovery upon such debts, obligations and liabilities of the Debtor may be or hereafter becomes unenforceable (the “*Obligations*”).

Notwithstanding anything herein to the contrary, this Agreement shall not operate as a sale, transfer, conveyance or other assignment to Secured Party of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as “*Intent-to-Use Applications*”), but rather, if and so long as Debtor’s Intent-to-Use Application is pending without a Statement of Use having been filed and accepted, then this Agreement shall operate only to create a security interest for collateral purposes in favor of Secured Party on such Intent-to Use Application as collateral security for the Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor authorizes the Commissioner for Trademarks and any other government officials to record and register this Agreement upon request by the Secured Party.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Loan Agreement and Collateral Documents (as defined in the Loan Agreement) providing for the grant of the lien on and security interest in the Debtor’s property to secure the Obligations, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. The rights and remedies of the Secured Party with respect to the Trademark Collateral are as provided by the Loan Agreement and Collateral Documents and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

This Agreement may be executed in any number of counterparts, and by the different parties on different counterpart signature pages, all of which taken together shall constitute one and the same agreement. Any of the parties hereto may execute this Agreement by signing any such counterpart and each of such counterparts shall for all purposes be deemed to be an original. Delivery of a counterpart hereof by facsimile or in electronic (*i.e.*, “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart hereof. This Agreement shall be construed and determined in accordance with the laws of the United States and the State of Illinois without regard to conflicts of law principles that would require application of the laws of another jurisdiction. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Debtor has caused this Agreement to be duly executed as of the date and year last above written.

LEO BERWICK, LP

By: Leo Berwick GP LLC, its general partner

By: 

Nicholas Kato, Member

CIBC BANK USA

By: _____
Patrick Osborne, Managing Director

IN WITNESS WHEREOF, Debtor has caused this Agreement to be duly executed as of the date and year last above written.

LEO BERWICK, LP

By: Leo Berwick GP LLC, its general partner

By: _____
Nicholas Kato, Member

CIBC BANK USA

By: Patrick Osborne
Patrick Osborne, Managing Director

**SCHEDULE A
TO
TRADEMARK SECURITY AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

FEDERAL TRADEMARK REGISTRATIONS

N/A

PENDING FEDERAL TRADEMARK APPLICATIONS

MARK	SERIAL NO.	FILED
Leo Berwick	97849396	March 21, 2023
Leo Berwick	97849409	March 21, 2023