

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM829272

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Brandito, LLC		08/02/2023	Limited Liability Company: VIRGINIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	NorthCoast Mezzanine SBIC III, LP		
<b>Street Address:</b>	60 South Sixth Street, Suite 3550		
<b>City:</b>	Minneapolis		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55402		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6910395	B	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9372282816		
<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>			
<b>Phone:</b>	9376412069		
<b>Email:</b>	khardy@taftlaw.com		
<b>Correspondent Name:</b>	Kristin H. Hardy		
<b>Address Line 1:</b>	40 N Main St		
<b>Address Line 2:</b>	Suite 1700		
<b>Address Line 4:</b>	Dayton, OHIO 45423		
<b>ATTORNEY DOCKET NUMBER:</b>	106109/00019		
<b>NAME OF SUBMITTER:</b>	Kristin H. Hardy		
<b>SIGNATURE:</b>	/Kristin H. Hardy/		
<b>DATE SIGNED:</b>	08/03/2023		
<b>Total Attachments: 5</b>			
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THIS INSTRUMENT IS SUBJECT TO THE TERMS OF A SUBORDINATION AGREEMENT DATED AS OF AUGUST 2, 2023 BY NORTHCOAST MEZZANINE SBIC III, LP IN FAVOR OF BYLINE BANK, AS SENIOR AGENT AND SENIOR LENDER, WHICH AGREEMENT (AS AMENDED IN ACCORDANCE WITH ITS TERMS) IS INCORPORATED HEREIN BY REFERENCE.

**TRADEMARK SECURITY AGREEMENT**

**THIS TRADEMARK SECURITY AGREEMENT** (this “*Agreement*”), dated as of August 2, 2023, is made by the entity listed on the signature page hereof (the “*Grantor*”), in favor of **NORTHCOAST MEZZANINE SBIC III, LP**, a Delaware limited partnership (the “*Purchaser*”) under that certain Note Purchase Agreement (defined below).

**WHEREAS, PROMO MIDCO, INC.**, a Delaware corporation limited liability company (“*MidCo*”), and immediately upon consummation of the Acquisition, **BRANDITO, LLC**, a Virginia limited liability company (“*Brandito*”), and the Purchaser are party to that certain Note Purchase Agreement, dated as of August 2, 2023 (as amended, amended and restated, supplemented, or otherwise modified from time to time, the “*Note Purchase Agreement*”).

**WHEREAS**, MidCo and Brandito are party to that certain Security Agreement dated as of August 2, 2023 in favor of the Purchaser (as amended, amended and restated, supplemented, or otherwise modified from time to time, the “*Security Agreement*”).

**NOW, THEREFORE**, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

**SECTION 1. Defined Terms**. Except as otherwise expressly defined herein, all capitalized terms used in this Agreement shall have the meanings ascribed to them in the Security Agreement and, if not defined therein, in the Note Purchase Agreement. Any term used in the UCC and not defined in this Agreement, the Security Agreement, or the Note Purchase Agreement shall have the meaning given to such term in the UCC.

**SECTION 2. Security Interest**. As security for the Obligations, Grantor hereby grants to the Purchaser a continuing security interest in and to and a lien on all of Grantor’s right, title, and interest, whether now existing or hereafter arising or acquired, in and to its Trademarks, including but not limited to the Trademarks listed on Exhibit A attached hereto (the “*Collateral*”). Grantor hereby requests that the United States Patent and Trademark Office record this Agreement with respect to the U.S. Trademarks listed on Exhibit A attached hereto.

**SECTION 3. Security Agreement**. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Purchaser pursuant to the Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Purchaser with respect to the security interest in the 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 Agreement conflicts with any provision of the Security Agreement, the Security Agreement shall govern.

SECTION 4. **Grantor Remains Liable**. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

SECTION 5. **Incorporation by Reference**. Grantor hereby acknowledges and affirms that the rights and remedies of Purchaser with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

SECTION 6. **Counterparts**. This Agreement may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

SECTION 7. **Governing Law**. **THIS AGREEMENT SHALL BE CONSTRUED IN ALL RESPECTS IN ACCORDANCE WITH, AND ENFORCED AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF MINNESOTA, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF ANY OTHER LAWS.**


SECTION 8. **Senior Subordination Agreement**. Notwithstanding anything to the contrary contained herein, this Agreement and the rights, benefits and obligations evidenced hereby are subordinate in the manner and to the extent set forth in the Senior Subordination Agreement and Purchaser, by Purchaser's acceptance hereof, agrees to be bound by the terms and provisions of the Senior Subordination Agreement.

*[Remainder of page left intentionally blank.]*

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

**GRANTOR:**

**BRANDITO, LLC**, a Virginia limited liability company, as Grantor

By: 

Name: Kenneth Mill

Title: Vice President

Accepted:

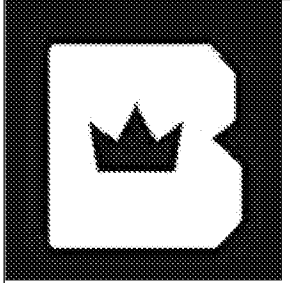
**NORTHCOAST MEZZANINE SBIC III, LP,**  
a Delaware limited partnership

By: NORTHCOAST MANAGEMENT III, LLC  
Its: General Partner

By:   
Name: Stacy Harmsen  
Title: Founding Partner

**EXHIBIT A**

1. BRANDITO, LLC

Registered Trademark	Registration Number	Date of Registration
	6,910,395	November 29, 2022