

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM830533

<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>
Colonial Management Group, L.P.		07/12/2023	Limited Partnership: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Truist Bank, as Administrative Agent		
<b>Street Address:</b>	303 Peachtree Street, N.E., 25th Floor		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30308		
<b>Entity Type:</b>	Banking Corporation: NORTH CAROLINA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5363104	NEW SEASON	
<b>Registration Number:</b>	5353821	NEW SEASON	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>Email:</b>	annie.allison@haynesboone.com		
<b>Correspondent Name:</b>	Annie Allison		
<b>Address Line 1:</b>	30 Rockefeller Plaza, 26th Floor		
<b>Address Line 4:</b>	New York, NEW YORK 10112		
<b>NAME OF SUBMITTER:</b>	Annie Allison		
<b>SIGNATURE:</b>	/Annie Allison/		
<b>DATE SIGNED:</b>	08/09/2023		
<b>Total Attachments: 5</b>			
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source=Executed Trademark Security Agreement (AR) - CMG (2023)#page2.tif			
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**AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT**

This AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) dated as of July 12, 2023 is made by and between COLONIAL MANAGEMENT GROUP, L.P., a Delaware limited partnership (the “Debtor”), in favor of TRUIST BANK, as Administrative Agent (the “Administrative Agent”) for the holders of the Secured Obligations under the Credit Agreement (the “Secured Parties”).

WHEREAS, the Debtor, as Borrower, the Guarantors, the Lenders and the Administrative Agent have entered into a Credit Agreement dated as of July 12, 2023 (as amended, modified, supplemented, increased and extended from time to time, the “Credit Agreement”);

WHEREAS, pursuant to the Credit Agreement, the Debtor and the Administrative Agent have entered into a Security Agreement dated as of July 12, 2023 (as amended, restated, supplemented, or otherwise modified from time to time, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, the Debtor granted to the Administrative Agent for the benefit of the Secured Parties a continuing security interest in, right of setoff against, and an assignment for collateral purposes of all of the Debtor’s right, title and interest in and to the Trademarks owned by the Debtor, and is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and in order to induce the Lenders to make Loans and the Issuing Bank to issue Letters of Credit under the Credit Agreement, the Debtor hereby agrees with the Administrative Agent, for the benefit of the Secured Parties, as follows:

1. Defined Terms. Terms defined in the Credit Agreement or Security Agreement and not otherwise defined herein shall have the respective meanings provided for in the Credit Agreement or Security Agreement, as applicable.

2. Grant of Security. The Debtor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, hereby grants to the Administrative Agent for the benefit of the Secured Parties a continuing security interest in, right of setoff against, and an assignment for collateral purposes of all of its right, title and interest in, to and under the following Collateral of the Debtor (the “Trademark Collateral”):

(a) all of the Debtor’s Trademarks and all licenses to use all Trademarks providing for the grant by or to the Debtor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the

Security Agreement and the Debtor hereby acknowledges and agrees that the rights and remedies of the Administrative 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.

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

5. Execution in Counterparts. This Trademark Security Agreement may be executed by one or more of the parties to this Trademark Security Agreement on any number of separate counterparts (including by telecopy or any other electronic imaging means including PDF format promptly followed by delivery of original signature pages), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

6. Successors and Assigns. This Trademark Security Agreement is for the benefit of the Administrative Agent and the Secured Parties and their respective successors and permitted assigns, and in the event of an assignment of all or any of the Secured Obligations in accordance with the terms of the Credit Agreement, the rights hereunder, to the extent applicable to the Secured Obligations so assigned, may be transferred with such Secured Obligations. This Trademark Security Agreement shall be binding on the Debtor and its successors and assigns; provided that the Debtor may not delegate its rights or obligations under this Trademark Security Agreement without the Administrative Agent's prior written consent.

7. Governing Law. **THIS TRADEMARK SECURITY AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAW OF THE STATE OF NEW YORK (WITHOUT GIVING EFFECT TO THE CONFLICT OF LAW PRINCIPLES THEREOF EXCEPT FOR SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW).**

8. Termination. This Trademark Security Agreement shall terminate concurrently with the termination of the Security Agreement.

9. Amendment and Restatement.

(a) This Trademark Security Agreement amends and restates that certain Trademark Security Agreement, dated as of November 13, 2018, by and between the Debtor and the Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time prior to the Effective Date, the "Existing Trademark Security Agreement") in its entirety, and shall not be deemed to constitute a novation of the Existing Trademark Security Agreement or any of the obligations of the Debtor thereunder.

(b) The security interests and liens granted to the Administrative Agent in the Existing Trademark Security Agreement are intended to be, and are, continued under this Trademark Security Agreement as the security interests granted to the Administrative Agent as security for the Secured Obligations, and shall not be eliminated or otherwise adversely affected by the execution and delivery of this Trademark Security Agreement.

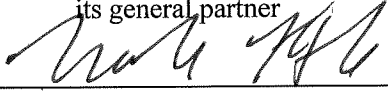
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Debtor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

**COLONIAL MANAGEMENT GROUP, L.P.,**  
a Delaware limited partnership

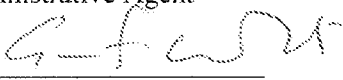
By: Colonial GP, L.P.,  
its general partner

By: Warwick Group II, Inc.,  
its general partner

By:   
Name: Mark Kozak  
Title: President

AGREED TO AND ACCEPTED:

**TRUIST BANK,**  
as Administrative Agent

By:   
Name: GAVIN WHITE  
Title: SENIOR VICE PRESIDENT

**Schedule 1**

**Colonial Management Group, L.P.  
(Delaware Limited Partnership)**

**U.S. Trademarks**

**Trademark Registrations**

<b>Mark</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
NEW SEASON and Design	5363104	12/26/17
NEW SEASON	5353821	12/12/17