

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM835758

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bright Event Rentals, LLC		08/30/2023	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	BMO Harris Bank N.A., successor by merger to Bank of the West, as administrative agent and collateral agent		
Street Address:	2527 Camino Ramon		
City:	San Ramon		
State/Country:	CALIFORNIA		
Postal Code:	94583		
Entity Type:	National Banking Association: CANADA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5221416	BRIGHT	
Registration Number:	3440809		
Registration Number:	3440805	CLASSIC PARTY RENTALS	
CORRESPONDENCE DATA			
Fax Number:	3125774565		
<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:	312-577-8265		
Email:	kristin.brozovic@katten.com		
Correspondent Name:	Kristin Brozovic c/o Katten		
Address Line 1:	525 W Monroe St		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	342540-87		
NAME OF SUBMITTER:	Kristin Brozovic		
SIGNATURE:	/Kristin Brozovic/		
DATE SIGNED:	08/30/2023		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “**Agreement**”) is made as of August 30, 2023 (the “**Effective Date**”) by Bright Event Rentals, LLC, a California limited liability company (the “**Grantor**”) in favor of BMO Harris Bank N.A., successor by merger to Bank of the West, as administrative agent and collateral agent (in such capacity, the “**Agent**”) for the benefit of the Lenders (as defined in the Credit Agreement or the Security Agreement as applicable in each case as referred to below).

RECITALS:

WHEREAS, reference is made to that certain Security Agreement, dated as of the date hereof (as it may be amended, restated, supplemented, extended or otherwise modified from time to time, the “**Security Agreement**”), between the Grantor and the Agent, and that certain Credit Agreement, dated as of the date hereof (as it may be amended, restated, supplemented, extended, refinanced or otherwise modified from time to time, the “**Credit Agreement**”), between the Borrower, the Lenders and the Agent; and

WHEREAS, under the terms of the Security Agreement, the Grantor has (i) as collateral security for the Obligations, granted to Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of the Grantor’s rights, title and interest in, to and under the Collateral (as defined in the Security Agreement), including, without limitation, certain intellectual property of the Grantor and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office and other applicable Governmental Authorities.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the Grantor and the Agent agree as follows:

Section 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.2 of the Credit Agreement also apply to this Agreement.

Section 2. Grant of Security. As collateral security for the Obligations, the Grantor hereby grants to the Agent for the benefit of the Secured Parties a security interest in and continuing lien on all of the Grantor’s rights, title and interest in, to and under the following:

- (1) all trademarks, trademark registrations, trade names, trademark applications, service marks, business names, fictitious business names, trade styles, trade secrets, trade dress, designs, logos and other source or business identifiers, all registrations thereof, and all registration and recording applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule 1 (collectively, the “**Trademark(s)**”),
- (2) all income, royalties, damages and payments now and hereafter due and/or payable with respect to any Trademark, including damages and payments for past, present or future infringements of any Trademark,
- (3) rights to sue for past, present and future infringements thereof, (4) rights corresponding

to any Trademark throughout the world, (5) renewals and proceeds of any Trademark, and (6) all goodwill associated with or symbolized by the Trademarks.

Section 3. Recordation. The Grantor authorizes and request that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

Section 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (*i.e.*, “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 5. Governing Law. This Agreement and the rights and obligations of the Grantor hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of California without regard to conflict of laws principles thereof.

Section 6. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are in conflict with the Security Agreement or the Credit Agreement, the provisions of the Security Agreement or the Credit Agreement shall govern.

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IN WITNESS WHEREOF, the Grantor and the Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the Effective Date.

BRIGHT EVENT RENTALS, LLC,
a California limited liability company

By: 


Name: Michael Bjornstad

Title: Managing Member

BMO HARRIS BANK N.A., successor by merger
to Bank of the West, as Agent

By: *Darren Jung*
Name: Darren Jung
Title: Vice President

SCHEDULE 1 TO
TRADEMARK SECURITY AGREEMENT

Mark	Application No.	Application Date	Registration No.	Registration Date
Image BRIGHT	87096526	7/7/2016	5221416	6/13/2017
Image – <i>Design Only</i> <small>image</small> 	78968006	9/6/2006	3440809	6/3/2008
Image CLASSIC PARTY RENTALS	78967509	9/5/2006	3440805	6/3/2008
Image BRIGHT	87096526	7/7/2016	5221416	6/13/2017