TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM855397

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PeachTree Tents and Events, LLC			Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Whitehorse Capital Management, LLC		
Street Address:	1271 Avenue of the Americas 22nd FI		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10020		
Entity Type:	Limited Liability Company: DELAWARE		

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Serial Number:	98173893	
Serial Number:	87227697	CRUSH
Serial Number:	87227706	CRUSH EVENT DESIGN
Serial Number:	76713499	CREATING GREAT EXPERIENCES!

CORRESPONDENCE DATA

Fax Number: 4045725100

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: 4045723428

Email: AAmicoOlchaskey@KSLAW.com

Correspondent Name: Angela Amico Olchaskey

Address Line 1: 1180 Peachtree Street, NE | Suite 1600

Atlanta, GEORGIA 30309 Address Line 4:

ATTORNEY DOCKET NUMBER:	20729.515006	
NAME OF SUBMITTER:	Angela Amico Olchaskey	
SIGNATURE:	/AAmicoOlchaskey/	
DATE SIGNED:	11/22/2023	

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "**Agreement**") is made as of November 22, 2023 (the "**Effective Date**") between each of the signatories hereto (collectively, the "**Grantors**") in favor of **WHITEHORSE CAPITAL MANAGEMENT, LLC**, as administrative agent for the Secured Parties (in such capacity, the "**Administrative Agent**") (as defined in the Pledge and Security Agreement referred to below).

RECITALS:

WHEREAS, reference is made to that certain Pledge and Security Agreement, dated as of December 28, 2018 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement"; capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed thereto in the Pledge and Security Agreement), by and among the Grantors, the other grantors party thereto and the Administrative Agent; and

WHEREAS, under the terms of the Pledge and Security Agreement, the Grantors have (i) as collateral security for the Secured Obligations, granted to the Administrative Agent a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under the Collateral (as defined in the Pledge and Security Agreement), including, without limitation, certain Intellectual Property of the Grantors 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, each Grantor and the Administrative Agent agree as follows:

Section 1. Grant of Security. As collateral security for the Secured Obligations, each Grantor hereby grants to the Administrative Agent a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under all United States trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for registration of any of the foregoing including, but not limited to (i) the registrations and applications for registration referred to in Schedule 1 hereto, but for the avoidance of doubt excluding any intent to use applications for registrations of trademarks currently filed or filed in the future with the United States Patent and Trademark Office for which a statement of use under 15 U.S.C. § 1051(d) or amendment to allege use under 15 U.S.C. § 1051(c) has not yet been filed and accepted, to the extent, if any, that, and solely during the period, if any, in which the grant, attachment or perfection of a security interest therein would impair the validity or enforceability, or result in the voiding, of such intent-to-use trademark application or any registration issuing therefrom under applicable law, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business associated with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill and (v) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the "Trademarks").

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- **Section 2. Recordation**. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.
- **Section 3.** 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 4.** Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York.
- **Section 5. Conflict Provision**. This Agreement has been entered into in conjunction with the provisions of the Pledge and 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 Pledge and 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 Pledge and Security Agreement or the Credit Agreement, the provisions of the Pledge and Security Agreement or the Credit Agreement shall govern.

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IN WITNESS WHEREOF, each Grantor and the Administrative Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

PEACHTREE TENTS AND EVENTS, LLC,

as a Grantor

Name: Mark W. Pasterik

Title: Treasurer

[Signature Page to Trademark Security Agreement]

WHITEHORSE CAPITAL MANAGEMENT, LLC

as Administrative Agent

Name: Richard Siegel
Title: Authorized Signatory

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SCHEDULE 1 TO TRADEMARK SECURITY AGREEMENT

Trademark Registrations and Applications

Owner Name	Mark	Status	App No	App Date	Reg. No	Reg. Date
Peachtree Tents and Events, LLC		Applied	98173893	September 11, 2023	N/A	N/A
Peachtree Tents and Events, LLC	CRUSH	Registered	87227697	November 6, 2016	5227058	June 20, 2017
Peachtree Tents and Events, LLC		Registered	87227706	November 6, 2016	5227059	June 20, 2017
Peachtree Tents and Events, LLC	CREATING GREAT EXPERIENCES!	Registered	76713499	February 20, 2013	4405037	Sept. 24, 2013

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RECORDED: 11/22/2023