

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM855414

<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>
Eriks North America, Inc.		11/13/2023	Corporation: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Regions Bank		
<b>Street Address:</b>	1180 West Peachtree Street, NW, Suite 1000		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30309		
<b>Entity Type:</b>	Corporation: ALABAMA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4846573	ACTION PAK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6175236850		
<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>	617-523-2700		
<b>Email:</b>	susan.dinicola@hklaw.com,alyssa.mcleod@hklaw.com		
<b>Correspondent Name:</b>	Holland & Knight LLP		
<b>Address Line 1:</b>	10 St. James Avenue		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02116		
<b>NAME OF SUBMITTER:</b>	Susan C. DiNicola		
<b>SIGNATURE:</b>	/Susan C. DiNicola/		
<b>DATE SIGNED:</b>	11/22/2023		
<b>Total Attachments: 6</b>			
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## **TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”), dated as of November 13, 2023, is made by and among ERIKS NORTH AMERICA, INC., a Pennsylvania corporation (the “Grantor”), and REGIONS BANK, in its capacity as administrative agent and collateral agent (the “Administrative Agent”) on behalf of the Lenders (as defined below).

### **W I T N E S S E T H:**

A. **WHEREAS**, pursuant to that certain Credit Agreement (as may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), dated as of March 31, 2022, among (A) 301 EDISON HOLDINGS, INC., a Delaware corporation (“Parent”); (B) the Subsidiaries of Parent identified on the signature pages thereto and any other Subsidiaries of Parent that may become Borrowers thereunder (each of such Subsidiaries, jointly and severally, the “Borrowers” and, each, a “Borrower”); (C) any other Credit Parties party thereto from time to time; (D) the financial institutions from time to time party thereto (each, a “Lender” and, collectively, the “Lenders”); (E) REGIONS BANK, an Alabama bank, in its capacities as a Lender, the Swing Line Lender and LC Issuer; and (F) Administrative Agent, pursuant to which the Lenders, Swing Line Lender and LC Issuer have severally agreed to make extensions of credit to the Credit Parties upon the terms and subject to the conditions set forth therein.

B. **WHEREAS**, pursuant to that certain Amended and Restated Pledge and Security Agreement (as may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), dated of the November 13, 2023, among Parent, Borrowers, the other Credit Parties party thereto from time to time, and Administrative Agent, Parent, the Borrowers and the other Credit Parties granted Administrative Agent, for the benefit of the Secured Parties, a Lien in the Collateral (including the Trademark Collateral (as defined below));

C. **WHEREAS**, to induce Administrative Agent and Lenders to make extensions of credit to the Credit Parties, the Grantor is required to execute and deliver to the Administrative Agent this Trademark 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:

1. **DEFINED TERMS**. All capitalized terms used herein but not otherwise defined herein or in the above recitals have the meanings given to them in the Credit Agreement and the Security Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. The Grantor hereby grants to the Administrative Agent (for itself and on behalf of the Secured Parties) a continuing first priority security interest in all of Grantor’s right, title, and interest in, to, and under the following, whether presently existing or hereafter created or acquired (collectively, the “Trademark Collateral”):

(a) all of its trademarks and all trademark licenses providing for the grant by or to the Grantor of any right under any trademark, including, without limitation, those referred to on Schedule I hereto;

(i) all renewals and extensions of the foregoing;

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

(iii) 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 FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secures the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by the Grantor to the Administrative Agent and the Lenders whether or not they are unenforceable or not allowable due to the existence of any bankruptcy, insolvency proceeding, receivership, or similar case involving any Grantor.

4. SECURITY AGREEMENT. This Trademark Security Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Administrative Agent in the Trademark Collateral with the United States Patent and Trademark Office, or other similar office and corresponding offices in other countries of the world. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Credit Agreement and the Security Agreement, and the Credit Agreement and the Security Agreement (and all rights and remedies of the Administrative Agent and the Lenders thereunder) shall remain in full force and effect in accordance with their terms. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent and the Lenders with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, in each case, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. The Credit Agreement and the Security Agreement (and all rights and remedies of the Administrative Agent and the Lenders thereunder), in each case, shall remain in full force and effect in accordance with its terms. To the extent there is a conflict between the Credit Agreement, the Security Agreement and this Trademark Security Agreement, the Credit Agreement or the Security Agreement, as applicable, shall control.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of the Credit Agreement, the Security Agreement and this Trademark Security Agreement shall automatically apply thereto. Without limiting the Grantor's obligations under this Section, the Grantor hereby authorizes the Administrative Agent unilaterally to modify this Trademark Security Agreement by amending the schedules hereto to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this

Trademark Security Agreement or amend the schedules hereto shall in any way affect, invalidate or detract from the Administrative Agent's continuing security interest in all Collateral, whether or not listed on the schedules hereto.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. GOVERNING LAW. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to the conflict of law principles thereof.

8. TERMINATION. Upon payment and satisfaction in full of the Obligations and the termination of the Credit Agreement, the Loan Documents and the Revolving Commitments thereunder, this Trademark Security Agreement shall terminate, and the Administrative Agent, at Grantor's expense, shall release the liens and security interests created by this Trademark Security Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered, under seal, by its duly authorized officer as of the date first set forth above.

GRANTOR:

ERIKS NORTH AMERICA, INC., a  
Pennsylvania corporation


By:   
Name: Scott Oman  
Title: Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK  
REEL: 008266 FRAME: 0917

ADMINISTRATIVE AGENT:

REGIONS BANK

By  \_\_\_\_\_  
Name: Aaron Wade  
Title: Managing Director


[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 008266 FRAME: 0918**

**SCHEDULE I**

**Trademark Registrations/Applications**

**Owned Marks**

<b>Mark</b>	<b>Grantor</b>	<b>Grantor's % Ownership</b>	<b>Jurisdiction(s) and Office Where Registered</b>	<b>Registration Number</b>
	Eriks North America, Inc.	100%	United States of America	4846573