

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM857721

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
COASTAL AMUSEMENTS, INC.		12/01/2023	Corporation: NEW JERSEY
RECEIVING PARTY DATA			
Name:	MINNESOTA BANK & TRUST		
Street Address:	7701 France Ave South		
Internal Address:	Suite 110		
City:	Edina		
State/Country:	MINNESOTA		
Postal Code:	55435		
Entity Type:	Corporation: MINNESOTA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	77515742	COASTAL AMUSEMENTS	
Serial Number:	78508119	NEXUS	
Serial Number:	78514655	SWEET SHOPPE	
CORRESPONDENCE DATA			
Fax Number:	6126046800		
<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:	612.604.6394		
Email:	mmiller@winthrop.com		
Correspondent Name:	MEGAN M. MILLER, ESQ.		
Address Line 1:	225 SOUTH SIXTH STREET, SUITE 3500		
Address Line 2:	WINTHROP & WEINSTINE, P.A.		
Address Line 4:	MINNEAPOLIS, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	14020.11		
NAME OF SUBMITTER:	Megan M. Miller		
SIGNATURE:	/MMM/		
DATE SIGNED:	12/01/2023		
Total Attachments: 12			

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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this “Agreement”) is entered into as of December 1, 2023, by and between COASTAL AMUSEMENTS, INC., a New Jersey corporation (the “Grantor”) and MINNESOTA BANK & TRUST, a division of HTLF Bank (the “Secured Party”) pursuant to that certain Credit Agreement dated as of even date herewith by and between the Grantor and the Secured Party (the “Credit Agreement”). Capitalized terms used herein without definition have the meanings provided in the Credit Agreement.

WHEREAS, the execution and delivery of this Agreement is a condition to the Secured Party entering into the Credit Agreement.

NOW, THEREFORE, the Grantor agrees with the Secured Party as follows:

1. Definitions. All terms defined in the Credit Agreement that are not otherwise defined herein shall have the meanings stated in the Credit Agreement. In addition, the following terms have the meanings set forth below:

“Disputes” has the meaning specified in Section 10 of this Agreement.

“Event of Default” has the meaning specified in Section 5 of this Agreement.

“Obligations” means each and every debt, liability and obligation of every type and description arising under or in connection with any Loan Document (as defined in the Credit Agreement) which the Grantor may now or at any time hereafter owe to the Secured Party, whether such debt, liability or obligation now exists or is hereafter created or incurred and whether it is or may be direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, independent, joint, several or joint and several.

“Patents” means all of the Grantor’s right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on Exhibit A and any divisions, continuations, continuations-in-part, reissues or corresponding foreign patents and patent applications.

“Security Interest” has the meaning specified in Section 2 of this Agreement.

“Trademarks” means all of the Grantor’s right, title and interest in and to trademarks, service marks, collective membership marks, any registrations or applications for registration therefor, together with the respective goodwill associated with each, fees or royalties with respect to each, including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit B and any divisions or renewals thereof or corresponding foreign trademark registrations and applications.

“UCC” has the meaning specified in Section 3(a) of this Agreement.

2. Security Interest. The Grantor hereby grants to the Secured Party a security interest, with power of sale to the extent permitted by law (the "Security Interest"), in the Patents and in the Trademarks to secure payment and performance of the Obligations; provided that the Security Interest shall not include any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications. The Security Interest is coupled with a security interest in substantially all of the assets (without regard to real property) of the Grantor, independently described and granted under separate agreement. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. Representations, Warranties and Agreements. The Grantor hereby represents, warrants and agrees as follows:

(a) The Grantor has full power to and authority to make and deliver this Agreement. The execution, delivery and performance of this Agreement by the Grantor have been duly authorized by all necessary action of the Grantor's board of directors, and if necessary its equity holders, and do not and will not violate the provisions of, or constitute a default under, any presently applicable law or its certificate of formation or bylaws or any agreement presently binding on it. This Agreement has been duly executed and delivered by the Grantor and constitutes the Grantor's lawful, binding and legally enforceable obligation. The correct legal name of the Grantor is as set forth at the beginning of this Agreement. Except for any financing statement required to be filed under the applicable Uniform Commercial Code (the "UCC") and any filing or recording of this Agreement in the U.S. Patent and Trademark Office, the authorization, execution, delivery and performance of this Agreement do not require notification to, registration with, or consent or approval by, any federal, state or local regulatory body or administrative agency.

(b) All of the Patents identified in Exhibit A are owned or controlled by the Grantor as of the date hereof and the information in Exhibit A accurately reflects the existence and status of the Patents listed therein as of the date hereof.

(c) All of the Trademarks identified in Exhibit B are owned or controlled by the Grantor as of the date hereof and the information in Exhibit B accurately reflects the existence and status of Trademarks listed therein as of the date hereof.

(d) Except for Permitted Liens, the Grantor has absolute title to each Patent and each Trademark listed on Exhibits A and B, free and clear of all security interests, liens and encumbrances. Except for Permitted Liens, the Grantor (i) will have, at the time the Grantor acquires ownership in Patents or Trademarks hereafter arising, absolute title to each such Patent or Trademark, free and clear of all security interests, liens and encumbrances, except the Security Interest, and (ii) will keep all Patents and Trademarks free and clear of all security interests, liens and encumbrances except the Security Interest.

(e) Except as permitted by the Credit Agreement, the Grantor will not sell or otherwise dispose of the Patents or Trademarks, or any interest therein, without the Secured Party's prior written consent.

(f) The Grantor will, at its own expense, protect and defend the Patents and Trademarks against all claims or demands of all persons other than the Secured Party.

(g) The Grantor will, at its own expense, maintain the Patents and the Trademarks including, but not limited to, filing all applications to register or obtain letters patent, file all affidavits and renewals, and pay all annuities and maintenance fees possible with respect to issued registrations and letters patent. The Grantor covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Patent or Trademark, nor fail to file any required affidavit in support thereof, without first providing the Secured Party: (i) sufficient written notice to allow the Secured Party to timely pay any such maintenance fees or annuity or take such other action which may become due on any of said Patents or Trademarks, or to file any affidavit with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit, or take such other action, should such be necessary or desirable, in each case, unless such abandonment will not have a Material Adverse Effect.

(h) If the Grantor fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after the Secured Party gives the Grantor written notice thereof, or if the Grantor notifies the Secured Party that it intends to abandon a Patent or Trademark, the Secured Party may (but need not) perform or observe such covenant or agreement on behalf and in the name, place and stead of the Grantor (or, at the Secured Party's option, in the Secured Party's own name) and may (but need not) take any and all other actions which the Secured Party may deem necessary to cure or correct such failure.

(i) Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, the Grantor shall pay the Secured Party on demand the amount of all reasonable and documented costs and expenses (including attorneys' fees) incurred by the Secured Party in connection with or as a result of the Secured Party's taking action under subsection (h) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by the Secured Party at the highest rate then applicable to any of the Obligations.

(j) To facilitate the Secured Party's taking action under subsection (h) and exercising its rights under Section 6, the Grantor hereby irrevocably appoints (which appointment is coupled with an interest) the Secured Party, or its delegate, as the attorney-in-fact of the Grantor with the right (but not the duty) from time to time after the occurrence and during the continuance of an Event of Default, to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of the Grantor, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by the Grantor under this Section 3, or, necessary for the Secured Party, after an Event of Default, to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell,

assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party. The Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the payment and performance of all Obligations.

4. Grantor's Use of the Patents and Trademarks. The Grantor shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains unwaived or uncured.

5. Events of Default. Each of the following occurrences shall constitute an event of default under this Agreement (each, an "Event of Default"): (a) an Event of Default, as defined in the Credit Agreement, shall occur; or (b) the Grantor shall fail to observe or perform any covenant or agreement herein binding on it; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

6. Remedies. Upon the occurrence and during the continuance of an Event of Default, the Secured Party may, at its option, take any or all of the following actions:

(a) The Secured Party may exercise any or all remedies available under the Credit Agreement.

(b) The Secured Party may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks.

(c) The Secured Party may enforce the Patents and Trademarks and any licenses thereunder, and if the Secured Party shall commence any suit for such enforcement, the Grantor shall, at the request of the Secured Party, do any and all lawful acts and execute any and all proper documents required by the Secured Party in aid of such enforcement.

7. Miscellaneous. This Agreement and the Secured Party's rights under this Agreement or under applicable law may be enforced by the Secured Party, at its discretion, against any one or more of the parties referred to above which are encompassed within the term Grantor, without any need to bring any enforcement action against the other parties who are encompassed within the term Grantor. This Agreement has been duly and validly authorized by all necessary action, company or otherwise. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by the Secured Party. A waiver signed by the Secured Party shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of the Secured Party's rights or remedies. All rights and remedies of the Secured Party shall be cumulative and may be exercised singularly or concurrently, at the Secured Party's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. The Secured Party shall not be obligated to preserve any rights the Grantor may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application.

This Agreement shall be binding upon and inure to the benefit of the Grantor and the Secured Party and their respective participants, successors and assigns and shall take effect when signed by the Grantor and delivered to the Secured Party, and the Grantor waives notice of the Secured Party's acceptance hereof. The Secured Party may execute this Agreement if appropriate for the purpose of filing, but the failure of the Secured Party to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement shall have the same force and effect as the original for all purposes of a financing statement. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.

8. Governing Law; Jurisdiction; Venue; Service of Process.

(a) Governing Law. This Agreement and the other Loan Documents 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 or any other Loan Document (except, as to any other Loan Document, as expressly set forth therein) and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of Minnesota, except to the extent the Laws of any jurisdiction where Collateral is located require application of such Laws with respect to such Collateral.

(b) Jurisdiction. In the event that a Dispute is not submitted to arbitration as provided for in Section 10 for any reason, but becomes the subject of a judicial action, the Grantor irrevocably and unconditionally agrees that it will not commence any action, litigation or proceeding of any kind or description, whether in law or equity, whether in contract or in tort or otherwise, against the Secured Party or any Related Party of the foregoing in any way relating to this Agreement or any other Loan Document or the transactions relating hereto or thereto in any forum other than the courts of the State of Minnesota sitting in Hennepin County, and of the United States District Court of the District of Minnesota, and any appellate court from any thereof, and each of the parties hereto irrevocably and unconditionally submits to the jurisdiction of such courts and agrees that all claims in respect of any such action, litigation or proceeding may be heard and determined in such Minnesota state court or, to the fullest extent permitted by Applicable Law, in such federal court. Each of the parties hereto agrees that a final judgment in any such action, litigation or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement or in any other Loan Document shall (i) affect any right that the Secured Party may otherwise have to bring any action or proceeding relating to this Agreement or any other Loan Document against the Grantor or its properties in the courts of any jurisdiction, or (ii) waive any statutory, regulatory, common law, or other rule, doctrine, legal restriction, provision or the like providing for the treatment of bank branches, bank agencies, or other bank offices as if they were

separate juridical entities for certain purposes, including UCC Sections 4-106, 4-A-105(1)(b), and 5-116(b), UCP 600 Article 3, and URDG 758 Article 3(a).

(c) Waiver of Venue. In the event that a Dispute is not submitted to arbitration as provided for in Section 10 hereof for any reason, but becomes the subject of a judicial action, the Grantor irrevocably and unconditionally waives, to the fullest extent permitted by Applicable Law, any objection that it may now or hereafter have to the laying of venue of any action or proceeding arising out of or relating to this Agreement or any other Loan Document in any court referred to in paragraph (b) of this Section 8. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by Applicable Law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(d) Service of Process. Each party hereto irrevocably consents to service of process in the manner provided for notices in Section 11.1 of the Credit Agreement. Nothing in this Agreement will affect the right of any party hereto to serve process in any other manner permitted by Applicable Law.

9. WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 9.

10. Arbitration. The Secured Party and each party to this agreement hereby agree that all disputes, claims and controversies between them whether individual or joint in nature, whether arising from the agreement, or any related note or agreement, whether in tort, contract or equitable, and now existing or hereafter arising (collectively, "Disputes") shall be arbitrated pursuant to the Rules of the American Arbitration Association in effect at the time the claim is filed, upon request of either party. The Federal Arbitration Act shall apply to the construction, interpretation, and enforcement of this arbitration provision. The Arbitration provision is a material inducement for the parties entering into the transactions relating to this agreement. Any party who fails or refuses to submit to arbitration following a demand by any other party shall bear all costs and expenses incurred by such other party in compelling arbitration. DISPUTES SUBMITTED TO ARBITRATION ARE NOT RESOLVED IN COURT BY A JUDGE OR JURY. TO THE EXTENT ALLOWED BY APPLICABLE LAW, THE PARTIES IRREVOCABLY AND VOLUNTARILY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY DISPUTE ARBITRATED PURSUANT TO

ARBITRATION. No party hereto shall be entitled to join or consolidate Disputes by or against others in any arbitration, or to include in any arbitration any Dispute as a representative or member of a class, or to act in any arbitration in the interest of the general public or in a private attorney general capacity.

(a) Governing Rules. If a Dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the Dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other Dispute resolution procedure. Any arbitration proceeding in which the amount in controversy is: (i) at least \$1,000,000.00 shall be conducted in accordance with the AAA's optional procedures for large, complex commercial Disputes; (ii) \$5,000,000.00 or less will be decided by a single arbitrator who shall not render an award of greater than \$5,000,000.00; and (iii) \$5,000,000.00 or more shall be decided by majority vote of a panel of three arbitrators; provided however, that all three arbitrators must actively participate in all hearings and deliberations. Every arbitrator shall be a neutral practicing attorney or a retired member of the state or federal judiciary, in either case with a minimum of ten years' experience in the substantive law applicable to the subject matter of the Dispute. No arbitrator or other party to an arbitration proceeding may disclose the existence, content or results thereof, except for disclosures of information by a party required in the ordinary course of its business or by applicable law or regulation. The Arbitration provision shall survive the repayment of the Notes and the termination, amendment, or expiration of any of the documents or any relationship between the parties. The statute of limitations, estoppel, waiver, laches, and similar doctrines which would otherwise be applicable in an action brought by a party shall be applicable in any arbitration proceeding, and the commencement of an arbitration proceeding shall be deemed the commencement of an action for these purposes. Judgment upon any award rendered by any arbitrator may be entered in any court having jurisdiction.

(b) Self Help, Provisional Remedies and Foreclosure. No action by any party to take or dispose of any collateral shall constitute a waiver of this arbitration agreement or be prohibited by this arbitration agreement. This includes, without limitation, obtaining injunctive relief or a temporary restraining order; foreclosing against real property, invoking a power of sale under any deed of trust or mortgage; obtaining a writ of attachment or imposition of a receiver; or exercising any rights relating to personal property, including taking or disposing of such property with or without judicial process pursuant to Article 9 of the UCC.

(c) Small Claims Court. Any party may require that a Dispute be resolved in Small Claims Court if the Dispute and related claims are fully within that court's jurisdiction. Notwithstanding anything herein to the contrary, no Dispute shall be submitted to arbitration if the Dispute concerns indebtedness secured directly or indirectly, in whole or in part, by any real property located in a state which recognizes a one action rule unless any conditions for arbitration that are set forth in the mortgage or deed of trust are satisfied; if any such Disputes are not referred to arbitration, then any provision in the mortgage or deed of trust providing for the referral of Disputes to a referee or master shall be applicable to such Disputes.

11. Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart.

12. Electronic Signatures. Section 11.25 of the Credit Agreement is hereby incorporated by reference.

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date first written above.

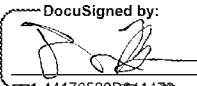
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[SIGNATURE PAGES FOLLOW]

[SIGNATURE PAGE TO PATENT AND TRADEMARK SECURITY AGREEMENT]

GRANTOR:

COASTAL AMUSEMENTS, INC., a New
Jersey corporation

DocuSigned by:
By:  _____
Thomas B. Beauchamp
Its: President

[SIGNATURE PAGE TO PATENT AND TRADEMARK SECURITY AGREEMENT]

MINNESOTA BANK & TRUST, a division
of HTLF Bank

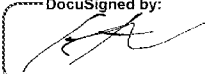
By:  _____
DocuSigned by:
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Heath Stanton
Its: Senior Vice President

EXHIBIT A

TO PATENT AND TRADEMARK SECURITY AGREEMENT

PATENTS

None.

PATENT APPLICATIONS

None.

EXHIBIT B

TO PATENT AND TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

Trademark Description	U.S. Serial/Registration No.	Date Registered
COASTAL AMUSEMENTS	77515742/3691202	October 6, 2009
NEXUS	78508119/3121917	July 25, 2006
SWEET SHOPPE	78514655/3035599	December 27, 2005

TRADEMARK APPLICATIONS

None.

UNREGISTERED TRADEMARKS

None.

TRADENAMES

None.

UNREGISTERED TRADENAMES

None.

REGISTERED DOMAIN NAMES:

www.coastalamusements.com