

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM857738

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Belnick, LLC		12/01/2023	Limited Liability Company: GEORGIA
RECEIVING PARTY DATA			
Name:	Prospect Capital Corporation		
Street Address:	10 East 40th Street		
Internal Address:	42nd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10016		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4743832	CHURCHPLAZA	
Registration Number:	4432904	CHURCHPLAZA	
Registration Number:	4432903		
Registration Number:	2555356	CHURCHPLAZA.COM	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2155695619		
Email:	pecsenye@blankrome.com		
Correspondent Name:	Timothy Pecsénye (KH 132810-14011)		
Address Line 1:	One Logan Square, 8th Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	132810-14011		
NAME OF SUBMITTER:	Timothy D. Pecsénye		
SIGNATURE:	/Timothy D. Pecsénye/		
DATE SIGNED:	12/01/2023		

OP \$115.00 4743832

Total Attachments: 4

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SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT

THIS SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT (the “Supplement”) dated as of December 1, 2023 is made by the entity listed on the signature page hereof (the “Grantor”), in favor of Prospect Capital Corporation, a Maryland corporation (“Prospect”), as Collateral Agent for the benefit of the Secured Parties (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”).

Introductory Statement

WHEREAS, Grantor and Collateral Agent are parties to that certain Trademark Security Agreement dated as of January 20, 2022 recorded with the United States Patent and Trademark Office on January 20, 2022 at Reel/Frame 07563/0504 (as amended, restated, supplemented or otherwise modified, renewed or replaced from time to time, the “Agreement”), pursuant to which Grantor has granted Collateral Agent, for the benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined in the Agreement);

WHEREAS, Grantor is the owner of the Trademarks described on Schedule 1 attached hereto, along with all goodwill of the business connected with the use of, and symbolized by, each of the Trademarks described herein (the “New Trademarks”);

WHEREAS, pursuant to the Agreement, the security interest granted thereunder and the other provisions contained therein automatically apply to the New Trademarks;

WHEREAS, the parties desire to supplement the Agreement as hereinafter set forth to confirm as such; and

NOW, THEREFORE, in consideration of the premises and the agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, Grantor hereby agrees with the Collateral Agent, for the benefit of the Secured Parties as follows:

1. Defined Terms. All uppercase terms used but not otherwise defined herein have the meanings given to them in the Agreement.
2. Amendments. The Agreement is hereby amended by adding the New Trademarks listed on Schedule 1 attached hereto to Schedule 1 to the Agreement.
3. No Other Changes. Except as expressly amended hereby, all of the terms and conditions of the Agreement remain in full force and effect.
4. Counterparts. This Supplement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.


5. Miscellaneous. The terms and provisions of Sections 5, 6 and 7 of the Agreement (“Governing Law”; “Waiver of Jury Trial; Dispute Resolution; Jurisdiction; Venue; Services of Process”; and “Miscellaneous”) are hereby incorporated herein by reference, and shall apply to this Supplement *mutatis mutandis* as if fully set forth herein. This Supplement shall constitute a “Loan Document” for all purposes of the Loan Agreement and the other Loan Documents.

[signatures begin on next page]

IN WITNESS WHEREOF, Grantor has caused this Supplement to be duly executed and delivered as of the date first above written.

BELNICK, LLC, as Grantor

DocuSigned by:

By: 

Name: Gabriel Johnson

Title: Chief Financial Officer

SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT

1. REGISTERED TRADEMARKS

Grantor	Trademark	Registration Date	Registration Number
Belnick, LLC	CHURCHPLAZA	May 26, 2015	4,743,832
Belnick, LLC	CHURCHPLAZA(logo) 	November 12, 2013	4,432,904
Belnick, LLC		November 12, 2013	4,432,903
Belnick, LLC	CHURCHPLAZA.COM	April 2, 2002	2,555,356

2. TRADEMARK APPLICATIONS

None.