

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

Assignment ID: TM16713

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FM AF, LLC		12/15/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Company Name:	Jefferies Finance LLC		
Street Address:	520 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4409487	AMERICAN FAN COMPANY	
Registration Number:	5305022	GARDEN CITY	
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:	8004945225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Jay daSilva		
Address Line 1:	1025 Connecticut Avenue NW		
Address Line 2:	Suite 712		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20036		
ATTORNEY DOCKET NUMBER:	2263311 TM		
NAME OF SUBMITTER:	Andrew Hackett		
SIGNATURE:	Andrew Hackett		
DATE SIGNED:	02/08/2024		
Total Attachments: 8			
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SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT** (as amended, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”) dated December 15, 2023, is among the Persons listed on the signature pages hereof (collectively, the “Grantors”) and Jefferies Finance LLC, as collateral agent (the “Collateral Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Arcline FM Holdings, LLC, a Delaware limited liability company (the “Borrower”), Accel Intermediate, LLC, a Delaware limited liability company (“Holdings”), have entered into the Second Lien Credit Agreement, dated as of June 23, 2021 (as amended, restated, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time, the “Credit Agreement”), with the lenders and financial institutions from time to time party thereto and Jefferies Finance LLC, as Administrative Agent and Collateral Agent. Capitalized terms defined in the Credit Agreement or in the Security Agreement (as defined below) and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement, as the case may be (and in the event of a conflict, the applicable definition shall be the one given to such term in the Security Agreement).

WHEREAS, as a condition precedent to the making of the Loans by the Lenders from time to time, each Grantor has executed and delivered that certain Second Lien Security Agreement, dated as of June 23, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Grantors from time to time party thereto and the Collateral Agent.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed thereunder to execute this IP Security Agreement for recording with the USPTO and/or the USCO, as applicable.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

A. Grant of Security. Each Grantor, as collateral security, for the prompt and complete payment and performance of the Secured Obligations of such Grantor, hereby grants to the Collateral Agent (and its successors and permitted assigns), for the benefit of the Secured Parties, a security interest in and to all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired by the undersigned (the “Collateral”):

a. all patents and patent applications, including, without limitation, those set forth in Schedule A hereto (the “Patents”);

b. all trademark and service mark registrations and applications, including, without limitation, those set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and so long as, the creation of a security interest therein or the assignment thereof would result in the loss of any material rights therein), together with the goodwill symbolized thereby (the “Trademarks”);

c. all copyrights, whether registered or unregistered, including, without limitation, the copyright registrations and applications set forth in Schedule C hereto (the “Copyrights”);

d. all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

e. any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

f. any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing; provided that notwithstanding anything to the contrary contained in the foregoing clauses (a) through (f), the security interest created hereby shall not extend to, and the term “Collateral” shall not include, any Excluded Property.

B. Security for Obligations. The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the payment of all Secured Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents (as such Loan Documents may be amended, restated, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)). Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, or reorganization or similar proceeding involving a Loan Party.

C. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks record this IP Security Agreement.

D. Execution in Counterparts. This IP Security Agreement may be executed in any number of 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. Delivery of an executed signature page of this Agreement by facsimile or other electronic transmission (including “.pdf”, “.tif” or similar format) shall be effective as delivery of a manually executed counterpart hereof. The words “execution”, “signed”, “signature”, “delivery” and words of like import in or relating to this Agreement shall be deemed to include Electronic Signatures (as defined below), deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be. “Electronic Signatures” means any electronic symbol or process attached to, or associated with, any contract or other record and adopted by a person with the intent to sign, authenticate or accept such contract or record.

E. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

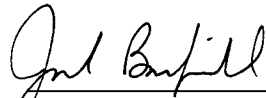
F. Governing Law; Jurisdiction; Etc. Sections 10.15 (*Governing Law; Jurisdiction; Etc.*), 10.16 (*Service of Process*) and 10.17 (*Waiver of Right to Trial by Jury*) of the Credit Agreement are hereby incorporated by reference, *mutatis mutandis*.

G. Intercreditor Agreement. Notwithstanding any provision to the contrary in this IP Security Agreement (but without expanding the scope of the Collateral as set forth in this IP Security Agreement and the Credit Agreement), the lien and security interest granted to the Collateral Agent, for the benefit of the Secured Parties, herein and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the First Lien/Second Lien Intercreditor Agreement and the ABL/Term Loan Intercreditor Agreement (or any other intercreditor agreement entered into by the Collateral Agent in accordance with Section 9.15 of the Credit Agreement). In the event of any conflict or inconsistency between the provisions of the First Lien/Second Lien Intercreditor Agreement or the ABL/Term Loan Intercreditor Agreement (or any other intercreditor agreement entered into by the Collateral Agent in accordance with Section 9.15 of the Credit Agreement) and this IP Security Agreement, the provisions of such intercreditor agreement shall prevail. Notwithstanding the foregoing, each Grantor expressly acknowledges and agrees that each of the First Lien/Second Lien Intercreditor Agreement and the ABL/Term Loan Intercreditor Agreement (or any other intercreditor agreement entered into by the Collateral Agent in accordance with Section 9.15 of the Credit Agreement) is solely for the benefit of the parties thereto, and that notwithstanding the fact that the exercise of certain of the Collateral Agent's and the other Secured Parties' rights under this IP Security Agreement and the other Loan Documents may be subject to the First Lien/Second Lien Intercreditor Agreement and/or the ABL/Term Loan Intercreditor Agreement (or any other intercreditor agreement entered into by the Collateral Agent in accordance with Section 9.15 of the Credit Agreement), no action taken or not taken by the Collateral Agent or any other Secured Party in accordance with the terms of the First Lien/Second Lien Intercreditor Agreement and/or the ABL/Term Loan Intercreditor Agreement (or any other intercreditor agreement entered into by the Collateral Agent in accordance with Section 9.15 of the Credit Agreement) shall constitute, or be deemed to constitute, a waiver by the Collateral Agent or any other Secured Party of any rights such Person has with respect to any Grantor under any Loan Document and except as specified herein, nothing contained in the First Lien/Second Lien Intercreditor Agreement and/or the ABL/Term Loan Intercreditor Agreement (or any other intercreditor agreement entered into by the Collateral Agent in accordance with Section 9.15 of the Credit Agreement) shall be deemed to modify any of the provisions of this IP Security Agreement and the other Loan Documents, which, as among the other Grantors, the Collateral Agent and the other Secured Parties, shall remain in full force and effect.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

FM AF, LLC

By: 
Name: Jared Barefield
Title: Vice President, Secretary and Treasurer

JEFFERIES FINANCE LLC, as Collateral Agent

By: *Peter Cucchiara*
Name: Peter Cucchiara
Title: Senior Vice President

**SCHEDULE A
TO THE IP SECURITY AGREEMENT**

Schedule A

Patents

None.

**SCHEDULE B
TO THE IP SECURITY AGREEMENT**

Schedule B

Trademarks

Trademark	Filing Date	Serial Number	Registration Number	Registration Date	Owner
AMERICAN FAN COMPANY	4/16/2012	85/598,768	4,409,487	10/1/2013	FM AF, LLC
GARDEN CITY – Wordmark	11/4/2016	87/227,212	5,305,022	10/10/2017	FM AF, LLC

**SCHEDULE C
TO THE IP SECURITY AGREEMENT**

Schedule C

Copyrights

None.