

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI158672

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fineline Settings, LLC		04/10/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Company Name:	BMO Bank N.A.		
Street Address:	320 S. Canal Street		
Internal Address:	Floor 16		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	6149588	FINELINE	
Registration Number:	5541058	SUPER SIPS	
Registration Number:	5541057	REFORM	
Registration Number:	4220401	SILVER SPLENDOR	
Registration Number:	5999901	SIGNATURE BLU	
Registration Number:	5855854	SAVVI SERVE	
Registration Number:	5855853	FLAIRWARE	
Registration Number:	5855844	SOLID SQUARES	
Registration Number:	5855843	WAVETRENDS	
Registration Number:	5855837	GOLDEN SECRETS	
Registration Number:	5855836	PLATTER PLEASERS	
Registration Number:	5849643	CATERER CHOICE	
Registration Number:	5849642	HERITAGE	
Registration Number:	5827431	SILVER SECRETS	
Registration Number:	5827260	TINY TEMPTATIONS	
CORRESPONDENCE DATA			
Fax Number:			

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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: +1(415)591-1000
Email: TrademarksCH@winston.com
Correspondent Name: Becky L. Troutman
Address Line 1: 101 California Street
Address Line 4: San Francisco, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER:	013757.00196
NAME OF SUBMITTER:	MARK PARNABY
SIGNATURE:	MARK PARNABY
DATE SIGNED:	04/11/2024

Total Attachments: 7

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The liens and security interests securing the indebtedness and other obligations incurred or arising under or evidenced by this instrument and the rights and obligations evidenced hereby with respect to such liens and security interests are subject to the provisions of that certain ABL Intercreditor Agreement (as the same may be amended or otherwise modified from time to time pursuant to the terms thereof, referred to in this paragraph as the “ABL Intercreditor Agreement”), dated as of April 10, 2024 among, BMO Bank N.A., in its capacity as the ABL Agent (including its successors and assigns from time to time), Churchill Agency Services LLC, in its capacity as the Term Agent (including its successors and assigns from time to time) and certain other persons which may be or become parties thereto or become bound thereto from time to time. In the event of any conflict between the terms of the ABL Intercreditor Agreement and this Agreement, the terms of the ABL Intercreditor Agreement shall govern and control, and each party to hereto hereby acknowledges that it is bound by the provisions of the ABL Intercreditor Agreement.

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of April 10, 2024, is made by the entity listed on the signature page hereof (the “Grantor”), in favor of BMO Bank N.A., as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of April 10, 2024 (as the same may be amended, restated, amended and restated, supplemented and/or modified from time to time, the “Credit Agreement”), by and among WCHG Buyer, Inc., a Delaware corporation (“Initial Borrower”), WCHG Holdings, Inc., a Delaware corporation (“Holdings”), the other persons party thereto from time to time as Guarantors (as defined in the Credit Agreement), the Lenders, the Issuing Bank, and BMO Bank N.A., as Agent for the Lenders and the Issuing Bank, the Lenders and the Issuing Bank have agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrowers; and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the Issuing Bank and Agent to enter into the Credit Agreement and to induce the Lenders and the Issuing Bank to make their respective extensions of credit to the Borrowers thereunder, the Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the “Trademark Collateral”):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) 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.

Notwithstanding the foregoing, Trademark Collateral shall not include any Excluded Property.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement 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.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

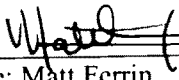
Section 7. Release and Termination. At the time provided in subsection 9.2(a) of the Credit Agreement or upon the occurrence of an event expressly permitted by, or provided for, in the Credit Agreement or the Guaranty and Security Agreement that would result in the release of all or a portion of the Trademark Collateral, all or such applicable portion of the Trademark Collateral shall be automatically released from the Lien created hereby and this agreement and all obligations (other than those expressly stated to survive such termination) of Agent and Grantor hereunder shall automatically terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Trademark Collateral shall revert to Grantor. At the request of Grantor following any such termination, Agent shall promptly execute and deliver to Grantor such documents as Grantor reasonably requests to evidence such termination.

Section 8. ABL Intercreditor Agreement. Notwithstanding anything herein to the contrary, the priority of the liens and security interests granted to the Agent pursuant to this Agreement and the exercise of any right or remedy by the Agent hereunder are subject to the provisions of the ABL Intercreditor Agreement. In the event of any conflict between the terms of the ABL Intercreditor Agreement and this Agreement, the terms of the ABL Intercreditor Agreement shall govern and control.

[SIGNATURE PAGES FOLLOW]

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

FINELINE SETTINGS, LLC, as Grantor

By: 
Name: Matt Ferrin
Title: Chief Financial Officer, Secretary and
Treasurer

ACCEPTED AND AGREED
as of the date first above written:

BMO BANK, N.A., as Agent

By: _____
Name:
Title:

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 008395 FRAME: 0260

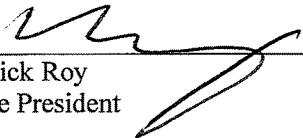
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

FINELINE SETTINGS, LLC, as Grantor

By: _____
Name: Matt Ferrin
Title: Chief Financial Officer, Secretary and
Treasurer

ACCEPTED AND AGREED
as of the date first above written:

BMO BANK N.A., as Agent

By: 

Name: Patrick Roy
Title: Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 008395 FRAME: 0261

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Trademark	Reg. No. / Reg. Date	Registered Owner
FINELINE	6149588 08-SEP-2020	Fineline Settings, LLC
SUPER SIPS	5541058 14-AUG-2018	Fineline Settings, LLC
REFORM	5541057 14-AUG-2018	Fineline Settings, LLC
SILVER SPLENDOR	4220401 09-OCT-2012	Fineline Settings, LLC
SIGNATURE BLU	5999901 03-MAR-2020	Fineline Settings, LLC
SAVVI SERVE	5855854 10-SEP-2019	Fineline Settings, LLC
FLAIRWARE	5855853 10-SEP-2019	Fineline Settings, LLC
SOLID SQUARES	5855844 10-SEP-2019	Fineline Settings, LLC
WAVETRENDS	5855843 10-SEP-2019	Fineline Settings, LLC
GOLDEN SECRETS	5855837 10-SEP-2019	Fineline Settings, LLC
PLATTER PLEASERS	5855836 10-SEP-2019	Fineline Settings, LLC
CATERER CHOICE	5849643 03-SEP-2019	Fineline Settings, LLC
HERITAGE	5849642 03-SEP-2019	Fineline Settings, LLC

Trademark	Reg. No. / Reg. Date	Registered Owner
SILVER SECRETS	5827431 06-AUG-2019	Fineline Settings, LLC
TINY TEMPTATIONS	5827260 06-AUG-2019	Fineline Settings, LLC

2. TRADEMARK APPLICATIONS

None.

3. IP LICENSES

None.