

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM600644

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EdgeCo Buyer, Inc.		10/01/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Delaware Life Insurance Company, as Administrative Agent		
Street Address:	1601 Trapelo Road		
City:	Waltham		
State/Country:	MASSACHUSETTS		
Postal Code:	02451		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	6051303		
Registration Number:	6098966	AMERICAN TRUST	
Registration Number:	6099015	AMERICAN TRUST	
Registration Number:	6098964	AMERICAN TRUST RETIREMENT	
Registration Number:	6098994	AMERICAN TRUST RETIREMENT	
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:	212.940.6562		
Email:	joanne.arnold@katten.com		
Correspondent Name:	Joanne BL Arnold		
Address Line 1:	Katten		
Address Line 2:	575 Madison Avenue		
Address Line 4:	New York, NEW YORK 10022-2585		
NAME OF SUBMITTER:	Joanne BL Arnold		
SIGNATURE:	/Joanne BL Arnold/		
DATE SIGNED:	10/01/2020		
Total Attachments: 4			

CH \$140.00 6051303

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NOTICE OF GRANT OF A SECURITY INTEREST—TRADEMARKS

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIENS AND SECURITY INTERESTS GRANTED TO THE GRANTEE PURSUANT TO OR IN CONNECTION WITH THIS AGREEMENT, THE TERMS OF ANY SECURITY INSTRUMENT OR THIS AGREEMENT, AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE GRANTEE HEREUNDER OR THEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE SECOND LIEN INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE SECOND LIEN INTERCREDITOR AGREEMENT AND THIS AGREEMENT OR ANY SECURITY INSTRUMENT, THE TERMS OF THE SECOND LIEN INTERCREDITOR AGREEMENT SHALL CONTROL

This NOTICE OF GRANT OF A SECURITY INTEREST—TRADEMARKS (this “*Notice of Grant of a Security Interest—Trademarks*”) is made as of October 1, 2020, by and among EDGE CO BUYER, INC. (the “*Grantor*”) and DELAWARE LIFE INSURANCE COMPANY, in its capacity as Administrative Agent for itself and the other Credit Parties (together with its successors and assigns in such capacity, the “*Grantee*”).

WHEREAS, the Grantor has entered into a Amended and Restated Second Lien Pledge and Security Agreement, dated October 1, 2020 (as amended, restated, supplemented, modified or otherwise changed from time to time, the “*Security Agreement*”), in favor of the Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Credit Parties, a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks (other than any “intent-to-use” application for registration of a trademark), together with, among other things, the goodwill of the business symbolized by Trademarks owned by the Grantor, as set forth on Schedule A hereto (the “*Collateral*”), to secure the payment, performance and observance of the Secured Obligations. Notwithstanding the foregoing, no grant of any security interest shall be deemed to have been granted hereunder in any Excluded Property and in no event shall the Collateral include any agreement that, by its terms, prohibits the grant of a security interest.

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby pledges to the Grantee and grants to the Grantee, for the benefit of the Credit Parties, a continuing (i) prior to the Discharge of the First Lien Obligations, second priority security interest and (ii) thereafter, a first priority security interest (in each case, subject to any prior security interests in respect of Permitted Liens permitted to be senior in accordance with the Credit Agreement) in the Collateral.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the

terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between any provision herein and any provision of the Security Agreement, the Security Agreement shall control.

This Notice of Grant of a Security Interest—Trademarks shall be governed by, construed and interpreted in accordance with the laws of the State of New York, except as required by mandatory provisions of law and except to the extent that the validity and perfection or the perfection and the effect of perfection or non-perfection of the security interest created hereby, or remedies hereunder, in respect of any particular collateral are governed by the law of a jurisdiction other than the State of New York.

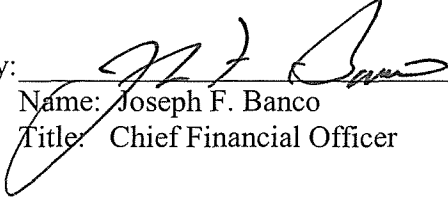
This Notice of Grant of a Security Interest—Trademarks may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Grantor has caused this Notice of Grant of a Security Interest—
Trademarks to be duly executed by its officer thereunto duly authorized as of the date first set forth
above.

EDGECO BUYER, INC.

By: _____


Name: Joseph F. Banco

Title: Chief Financial Officer

[Signature Page to Notice of Grant of a Security Interest—Trademarks]

TRADEMARK
REEL: 007066 FRAME: 0446

**SCHEDULE A
TO
NOTICE OF GRANT OF A SECURITY INTEREST**

Trademark Registrations and Applications

Legal/ Registered Owner	Mark	Country	Reg. No.	App. No.	Registration Date	Application Date
EdgeCo Buyer, Inc.	Miscellaneous Design (logo)	U.S.A.	6,051,303	88/473,875	05/12/2020	06/14/2019
EdgeCo Buyer, Inc.	AMERICAN TRUST	U.S.A.	6,098,966	88/468,206	07/14/2020	06/11/2019
EdgeCo Buyer, Inc.	AMERICAN TRUST and Design	U.S.A.	6,099,015	88/476,109	07/14/2020	06/17/2019
EdgeCo Buyer, Inc.	AMERICAN TRUST RETIREMENT	U.S.A.	6,098,964	88/468,152	07/14/2020	06/11/2019
EdgeCo Buyer, Inc.	AMERICAN TRUST RETIREMENT and Design	U.S.A.	6,098,994	88/473,991	07/14/2020	06/14/2019