

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM614146

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CEO WARRIOR LLC		12/14/2020	Limited Liability Company: NEW JERSEY
RECEIVING PARTY DATA			
Name:	COMERICA BANK		
Street Address:	39200 Six Mile Road		
Internal Address:	National Documentation Services, Mail Code 7578		
City:	Livonia		
State/Country:	MICHIGAN		
Postal Code:	48152		
Entity Type:	a Texas banking association: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5177195	CEO WARRIOR	
CORRESPONDENCE DATA			
Fax Number:	7349302494		
<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:	7349302488		
Email:	ipfilings@bodmanlaw.com		
Correspondent Name:	Susan M. Kornfield - Bodman PLC		
Address Line 1:	201 South Division, Suite 400		
Address Line 4:	Ann Arbor, MICHIGAN 48104		
NAME OF SUBMITTER:	Susan M. Kornfield		
SIGNATURE:	/susan m. kornfield/		
DATE SIGNED:	12/14/2020		
Total Attachments: 7			
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**INTELLECTUAL PROPERTY SECURITY AGREEMENT
(CEO Warrior LLC)**

This Intellectual Property Security Agreement is entered into as of December 14, 2020 by and between COMERICA BANK ("Bank") and CEO WARRIOR LLC, a New Jersey limited liability company ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations (the "Loans") to CEO WARRIOR ULTIMATE HOLDINGS, LLC, a Delaware limited liability company ("Ultimate Holdings") and Grantor, in the amounts and manner set forth in that certain Credit Agreement by and among Bank, Ultimate Holdings, and effective upon consummation of the Transaction (as defined in the Loan Agreement (as defined below)), CEO Warrior Intermediate Holdings, LLC, a Delaware limited liability company, Grantor, with Grantor immediately assuming all obligations thereunder of Ultimate Holdings, and any Person that subsequently joins the Loan Agreement as a borrower (together with Grantor, the "Borrowers", and each individually, a "Borrower"), dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement") and related documents. Capitalized terms used herein are used as defined in the Loan Agreement, or if not defined therein, in the Security Agreement (as defined below).

B. Bank is willing to make the Loans to Borrowers, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Borrowers under the Loan Agreement or their respective Security Agreement (defined below), as applicable.

C. Pursuant to the terms of the Security Agreement dated the date hereof by Grantor in favor of Bank, (as it may be amended from time to time, the "Security Agreement"), Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of each Borrower's obligations under the Loan Documents. Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure each Borrower's obligations under the Loan Documents, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Copyrights, Patents and Trademarks (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof, but excluding, in each case, any Excluded Property.

This security interest is granted in conjunction with the security interest granted to Bank under the Security Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Security Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Security Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by Bank, or any of its successors or assigns, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

[Signature page follows]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

c/o Corridor Capital, LLC
12400 Wilshire Blvd., Suite 645
Los Angeles, CA 90025
Attention: Craig Eneinstein and Zack Stiefler

CEO WARRIOR LLC

By: 

Name: Robert Zadotti

Its: Vice Chairman, Secretary and Treasurer

Address of Bank:

Comerica Bank
National Documentation Services
39200 Six Mile Rd.
Mail Code 7578
Livonia, MI 48152

BANK:

COMERICA BANK

By: _____

Name: Jalal Taby

Its: Senior Vice President

[Signature Page to Intellectual Property Security Agreement (17325477)]

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Address of Grantor:

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12400 Wilshire Blvd., Suite 645
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Attention: Craig Eneinstein and Zack Stiefler

CEO WARRIOR LLC

By: _____

Name: Robert Zadotti

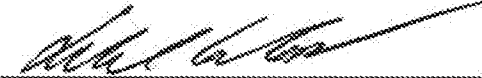
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Mail Code 7578
Livonia, MI 48152

BANK:

COMERICA BANK

By:  _____

Name: Jalal Taby

Its: Senior Vice President

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

None.

EXHIBIT C

Trademarks

Registered Trademarks:

Mark	App. No.	Filing Date	Reg. No.	Reg. Date
CEO WARRIOR	86/709493	7/30/15	5,177,195	4/4/17