

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM613798

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Baron Finance Incorporated		12/10/2020	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	833 E. Michigan Street, Suite 701		
City:	Milwaukee		
State/Country:	WISCONSIN		
Postal Code:	53202		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5586438	BARON FINANCE	
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:	415-591-1000		
Email:	trademarksSF@winston.com		
Correspondent Name:	Laura M. Franco		
Address Line 1:	101 California Street		
Address Line 4:	San Francisco, CALIFORNIA 94111		
NAME OF SUBMITTER:	Laura M. Franco		
SIGNATURE:	/Laura M. Franco/		
DATE SIGNED:	12/11/2020		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this **Agreement**), dated as of December 10, 2020 is made by Baron Finance Incorporated (the **Grantor**) in favor of Bank of America, N.A., in its capacity as administrative agent (the **Secured Party**) under a Loan and Security Agreement among, *inter alios*, the Grantor, Baron Finance California Inc., the Secured Party and the financial institutions party thereto from time to time as lenders (collectively, the **Lenders**) dated as of December 10, 2020 (as the same may be amended, restated, supplemented, or otherwise modified from time to time, the **Credit Agreement**) .

WITNESSETH:

WHEREAS the Grantor is the registered owner of the Canadian and United States trademarks listed in Schedule "A" hereto (collectively, the **Intellectual Property**);

WHEREAS the Secured Party and the Grantor have entered into the Credit Agreement, as well as a Canadian Security Agreement dated as of the date hereof (together, the **Security Documents**), as collateral security for the payment and performance of certain obligations as more fully described therein, pursuant to which the Grantor granted to the Secured Party, for itself and for the benefit of the Lenders, a security interest in and to, now and hereafter, among other things, the Intellectual Property;

WHEREAS the Grantor and the Secured Party have perfected (rendered opposable against third parties) the Security Documents in the Intellectual Property in accordance with applicable law; and

WHEREAS the Grantor and the Secured Party have agreed to enter into this Agreement for the purposes of recording the Security Documents and the security created thereunder in the Intellectual Property with the Canadian Intellectual Property Office (the **CIPO**) and the United States Patent and Trademark Office (the **USPTO**).

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Grantor and the Secured Party hereby agree as follows:

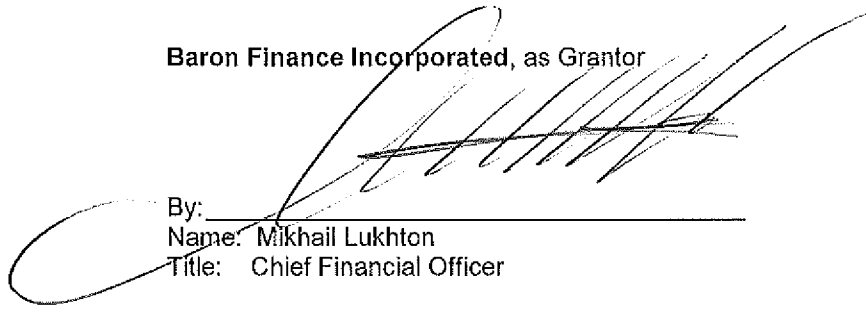
1. The Grantor and the Secured Party hereby confirm that they have entered into the Security Documents and that, pursuant to the Security Documents, the Grantor has granted to and in favour of the Secured Party, for itself and for the benefit of the Lenders, a security interest in and to, now and hereafter, among other things, the Intellectual Property.
2. The Grantor and the Secured Party hereby acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Intellectual Property are more fully set forth in the Security Documents and that in the event of a conflict between the provisions of this Agreement and the provisions of either of the Security Documents, the terms of the applicable Security Document shall control.
3. The Grantor and the Secured Party hereby authorize and request that the commissioner, registrar or any other applicable government officer of the CIPO and the USPTO record this Agreement with respect to the Intellectual Property.
4. This 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.

5. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable therein, without regard to the conflict of law principles.
6. The parties hereto have expressly required that this Agreement and all deeds, documents and notices relating thereto be drafted in the English language. *Les parties aux présentes ont expressément exigé que le présent acte et tout autre contrat, document et avis qui y sont afférents soient rédigés en langue anglaise.*

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered by its duly authorized officers as of the date first set forth above.

Baron Finance Incorporated, as Grantor



By: _____
Name: Mikhail Lukhton
Title: Chief Financial Officer

By: _____
Name:
Title:

[Signatures continue on next page]

BANK OF AMERICA, N.A.
as Secured Party

By: Brad Handrich
Name: Bradley Handrich
Title: Vice President

SCHEDULE "A"

CANADIAN TRADEMARKS

Current Owner/ Applicant	Trademark	Registration Date	Registration No./ Application No.
Baron Finance Incorporated	BARON FINANCE	2016-08-25	TMA947519 App. No. 1663309

UNITED STATES TRADEMARKS

Current Owner/ Applicant	Trademark	Registration Date	Registration No./ Application No.
Baron Finance Incorporated	BARON FINANCE	2018-10-16	5586438