

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM627136

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Boom Boom, LLC		02/18/2021	Limited Liability Company: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	COMERICA BANK, AS AGENT		
<b>Street Address:</b>	39200 Six Mile Road		
<b>Internal Address:</b>	MC 7578		
<b>City:</b>	Livonia		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	48152		
<b>Entity Type:</b>	a Texas banking association: TEXAS		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5588833	BARBEQUE WOOD FLAVORS	
<b>Registration Number:</b>	5515802	BARBEQUE WOOD FLAVORS	
<b>Registration Number:</b>	4525155	EARTH'S FINEST	
<b>Registration Number:</b>	4942303	SUPER SMOKE!	
<b>Registration Number:</b>	4784829	EL ARRIERO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	7349302488		
<b>Email:</b>	ipfilings@bodmanlaw.com		
<b>Correspondent Name:</b>	Susan M. Kornfield - Bodman PLC		
<b>Address Line 1:</b>	201 South Division, Suite 400		
<b>Address Line 4:</b>	Ann Arbor, MICHIGAN 48104		
<b>NAME OF SUBMITTER:</b>	Susan M. Kornfield		
<b>SIGNATURE:</b>	/susan m. kornfield/		
<b>DATE SIGNED:</b>	02/19/2021		

OP \$140.00 5588833

**Total Attachments: 4**

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## CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS (this “Confirmatory Grant”) is made effective as of February 18, 2021, by and from the grantor party hereto (the “Grantor”), to and in favor of COMERICA BANK (the “Secured Party”) for itself and as administrative agent for the Lenders (as defined in the Credit Agreement referenced below).

WHEREAS, Duraflame, Inc., a California corporation (the “Borrower”), the lenders party thereto (the “Lenders”), and the Secured Party are parties to that certain Revolving Credit and Term Loan Agreement dated September 30, 2019 (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”) pursuant to which the Lenders agree, among other things, to extend to the Borrower certain credit accommodations.

WHEREAS, the Grantor has granted security interests to the Secured Party under the Security Agreement Supplement, dated as of the date hereof (“Supplement”) by and among Grantor, Secured Party and Duraflame, Inc., a California corporation (“Borrower”), which supplements that certain Security Agreement dated September 30, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”) by and among Secured Party, Borrower, Cowboy Charcoal, LLC, a Kentucky limited liability company (“Cowboy Charcoal”), Duraflame East, LLC, a Kentucky limited liability company (“East”), Going Up, LLC, a California limited liability company (“Going Up”), Lift Foods, LLC, a Texas limited liability company (“Lift Foods”), TFP Holdings, LLC, a Missouri limited liability company (“TFP Holdings” together with Cowboy Charcoal, East, Going Up, and Lift Foods, the “Guarantors”);

WHEREAS, the Grantor owns the Trademarks (as defined in the Security Agreement) listed on Exhibit A, which are registered or applied for with the United States Patent and Trademark Office; and

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to the Secured Party under the Supplement and the Security Agreement. The rights and remedies of the Secured Party with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Supplement, the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. If any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the performance and payment

of (i) all the Secured Obligations (as defined in the Security Agreement) and (ii) all of the obligations and liabilities of the Guarantors (as defined in the Guaranty) under that certain Guaranty dated September 30, 2019 (as the same may be amended, restated, modified or supplemented from time to time “Guaranty”) by and among Secured Party, Borrower and Guarantors. Upon the payment in full of all Secured Obligations (other than contingent indemnification obligations), the Secured Party shall promptly, upon such satisfaction, execute, acknowledge, and deliver to the Grantor (at the Grantor’s expense) all reasonably requested instruments releasing the security interest in the Trademarks acquired under this Confirmatory Grant.

(b) The Grantor hereby grants to the Secured Party a security interest in all of the Trademarks set forth in Exhibit A now owned or from time to time after the date hereof owned or acquired by the Grantor;

(c) Unless and until an Event of Default occurs and is continuing beyond any applicable cure periods, the Grantor shall retain the legal and equitable title to the Trademarks, and shall have the right to use and register the Trademarks in the ordinary course of the business of the Grantor.

(d) Notwithstanding the foregoing, this Confirmatory Grant will not relate to or affect Grantor’s trademark applications based on intent-to-use trademarks – which may be identified in Exhibit A – until after such time as a verified amendment to allege use or statement of use is filed and accepted by the U.S. Patent and Trademark Office for such trademark applications and the marks are actually used in commerce.

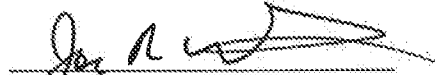
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IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant of Security Interest in Trademarks effective as of the date first written above.

**BOOM BOOM, LLC, as a Grantor**

By: **DURAFLAME, INC.**, a California corporation

Its: Sole Member

By: 

Name: Joe Martucci

Title: Chief Financial Officer


Signature page of Confirmatory Grant of Security Interest in Trademarks  
(16492040)

**TRADEMARK**  
**REEL: 007197 FRAME: 0757**

CONFIRMATORY GRANT OF SECURITY  
INTEREST IN UNITED STATES  
TRADEMARKS

**Exhibit A – SCHEDULE OF TRADEMARKS**

**Registered Trademark**

Mark	App. No.	Filing Date	Reg. No.	Reg. Date
	87/579186	8/22/17	5,588,833	10/23/18
BARBEQUE WOOD FLAVORS	87/579165	8/22/17	5,515,802	7/10/18
EARTH'S FINEST	86/050247	8/28/13	4,525,155	5/6/14
SUPER SMOKE!	86/462618	11/24/14	4,942,303	4/19/16
EL ARRIERO	86/447382	11/6/14	4,784,829	8/4/15