

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM645059

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rolands & Associates Corporation		05/07/2021	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	Commercial Banking, 1750 Tysons Blvd		
Internal Address:	Floor 02-STE 240		
City:	McLean		
State/Country:	VIRGINIA		
Postal Code:	22102		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3108889	RA	
CORRESPONDENCE DATA			
Fax Number:	3142592020		
<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:	3142592323		
Email:	susan.murphy@bclplaw.com		
Correspondent Name:	Bryan Cave Leighton Paisner LLP		
Address Line 1:	211 North Broadway, Suite 3600		
Address Line 4:	St Louis, MISSOURI 63102		
ATTORNEY DOCKET NUMBER:	1342551.385		
NAME OF SUBMITTER:	Elizabeth Haden		
SIGNATURE:	/Elizabeth Haden/		
DATE SIGNED:	05/07/2021		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT ("**Trademark Security Agreement**"), dated as of May 7, 2021, is made by and between Rolands & Associates Corporation, a California corporation (such party, and its successors and assigns, being referred to herein as a "**Grantor**"), in favor of JPMorgan Chase Bank, N.A., a national banking association, in its capacity as Administrative Agent for the Lenders party to the Credit Agreement referred to below (the "**Secured Parties**").

WHEREAS, Valkyrie Enterprises, Inc. entered into a Credit Agreement dated on or about December 2, 2020 (the "**Credit Agreement**"), with the Administrative Agent and the Lenders.

WHEREAS, as a condition precedent to continued extension of credit by the Lenders under the Credit Agreement, Grantor has executed and delivered to the Administrative Agent that certain Security Agreement Supplement dated on or about the date hereof.

WHEREAS, under the terms of the Security Agreement Supplement, the Grantor has granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute and deliver this Trademark Security Agreement for recording with governmental authorities, including, but not limited to, the United States Patent and Trademark Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Security. Grantor hereby pledges and grants to the Administrative Agent for the ratable benefit of the Secured Parties a security interest in and to all of the right, title, and interest of Grantor in, to, and under the following (the "**Trademark Collateral**"):

(a) any and all: (i) trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, logos, designs, symbols, marks, and/or other sources of business identifiers used in any country in the world including, but not limited to, all treaty, convention, statutory and common law rights, whether registered or unregistered, and any and all goodwill associated therewith, now existing or hereafter acquired; (ii) all applications, registrations, recordings and renewals therefor, in or with any national, state or local governmental authority of any country, or community or collective authority or agency (excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment, or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications), including, without limitation, any thereof referred to on Schedule 1 hereto;

(b) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the

right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. Grantor authorizes the Commissioner for Trademarks and any other government official to record and register this Trademark Security Agreement upon request by the Administrative Agent.

3. Loan Documents. This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, all of the provisions of which are hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Administrative Agent with respect to the Trademark Collateral are as provided by the Credit Agreement, the Security Agreement Supplement, and any related documents, and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

4. Defined Terms. Capitalized terms used herein without definition are used as defined in the Credit Agreement.

5. Execution in Counterparts. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

6. Successors and Assigns. This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

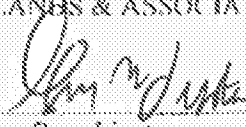
7. Governing Law. This Trademark Security Agreement and any claim, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

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

GRANTOR:

ROLANDS & ASSOCIATES CORPORATION

By: 
Name: Gary Lisota
Title: Chief Executive Officer

Address for Notices:
120 Del Rey Gardens Drive
Del Rey Oaks, California 93940

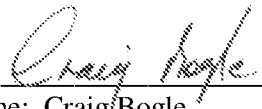
[Signature Page Continues.]

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 007285 FRAME: 0099

AGREED TO AND ACCEPTED:

JPMorgan Chase Bank, N.A.
as Administrative Agent

By: 
Name: Craig Bogle
Title: Authorized Signer

Address for Notices:

JPMorgan Chase Bank, N.A.
Middle Market Servicing
10 South Dearborn, Floor L2
Suite IL1-1145
Chicago, IL 60603-2300
Attention: Marwan Mahrous
Fax No: (844) 490-5663
Email: marwan.m.mahrous@chase.com

With a copy to:

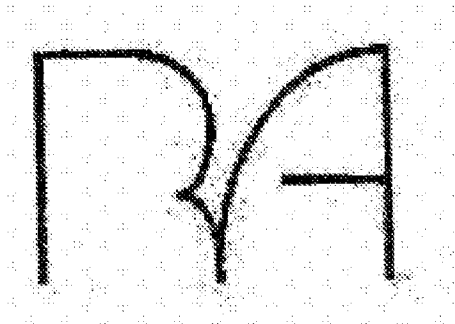
JPMorgan Chase Bank, N.A.
Commercial Banking
1750 Tysons Boulevard
Floor 02-STE 240
McLean, Virginia 22102
Attention: Craig Bogle
Email: craig.bogle@chase.com

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
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SCHEDULE 1

TRADEMARKS



US Patent and Trademark Office, Reg. No. 3,108,889, registered June 27, 2006

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