

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM651532

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Stuzo Acquisition, LLC		05/18/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Freeport Financial Partners LLC, as Agent		
Street Address:	200 S. Wacker Dr., Suite 925		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	5912620	OPEN COMMERCE	
Registration Number:	5473853	HATCH	
Registration Number:	5519312	HATCH	
Registration Number:	5529130	HATCH LOYALTY	
Registration Number:	5289169	BELLY CORE	
Registration Number:	5289170	FUTURE-PROOF YOUR LOYALTY SOLUTION	
Registration Number:	5289168	BELLY FOR ENTERPRISE	
Registration Number:	5289167	BLUE BY BELLY	
Serial Number:	90676886	WALLET STEERING	
CORRESPONDENCE DATA			
Fax Number:	3128637867		
<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:	3128637267		
Email:	jaclyn.di.grande@goldbergkohn.com		
Correspondent Name:	Jaclyn Di Grande - Paralegal		
Address Line 1:	Goldberg Kohn Ltd.		
Address Line 2:	55 E Monroe St., Ste 3300		
Address Line 4:	Chicago, ILLINOIS 60603		

OP \$240.00 5912620

ATTORNEY DOCKET NUMBER:	7213.079
NAME OF SUBMITTER:	Jaclyn Di Grande
SIGNATURE:	/jaclyn di grande/
DATE SIGNED:	06/03/2021

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Security Agreement"), dated as of May 18, 2021, is made by the entity listed on the signature page hereof ("Grantor"), in favor of Freeport Financial Partners LLC ("Freeport"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of the date hereof (as the same may be amended, restated, supplemented and/or modified from time to time, the "Credit Agreement"), by and among STUZO INTERMEDIATE HOLDINGS, LLC, a Delaware limited liability company ("Holdings"), STUZO ACQUISITION, LLC, a Delaware limited liability company ("Borrower"), the other "Loan Parties" as defined therein from time to time party thereto, the Lenders, the L/C Issuers from time to time party thereto and Freeport, as Agent, the Lenders and the L/C Issuers have severally agreed to make and continue to make extensions of credit to Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor and certain other entities party thereto have entered into a Guaranty and Security Agreement dated as of the date hereof in favor of Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to secure the Obligations (as defined in the Credit Agreement) of Borrower; and

WHEREAS, the Guaranty and Security Agreement requires Grantor to execute and deliver this Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to Borrower thereunder, Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all Intellectual Property licenses providing for the grant by or to Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule I hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and Intellectual Property licenses subject to a security interest hereunder.

Section 5. Counterparts. This Security 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Receipt by telecopy or electronic mail of any executed signature page to this Security Agreement shall constitute effective delivery of such signature page. This Security Agreement to the extent signed and delivered by means of a facsimile machine or electronic mail (including ".pdf" files) shall be treated in all manner and respects and for all purposes as an original agreement or amendment and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No party hereto shall raise the use of a facsimile machine or electronic mail (including ".pdf" files) to deliver a signature or the fact that any signature or agreement or amendment was transmitted or communicated through the use of a facsimile machine or electronic mail (including ".pdf" files) as a defense to the formation or enforceability of a contract and each such party forever waives any such defense.

Section 6. Governing Law. This Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Illinois.

[Signature Pages Follow]

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

STUZO ACQUISITION, LLC,
as Grantor

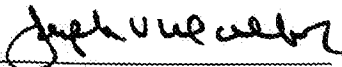
By: 

Name: Ryan Anthony

Title: Treasurer, Secretary, and Vice President

ACCEPTED AND AGREED
as of the date first above written:

FREEPORT FINANCIAL PARTNERS
LLC
as Agent

By: 
Name: Joseph V. Walker
Title: Managing Director

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS:

MARK	SERIAL NUMBER	STATUS	REGISTRATION NUMBER	REGIS. DATE
OPEN COMMERCE	88273086	Registered	5912620	11/19/19
HATCH	87569251	Registered	5473853	5/22/18
"HATCH" STYLIZED	87723171	Registered	5519312	7/17/18
HATCH LOYALTY	87723129	Registered	5529130	7/31/18
BELLY CORE	87200532	Registered	5289169	9/19/17
FUTURE-PROOF YOUR LOYALTY SOLUTION	87200561	Registered	5289170	9/19/17
BELLY FOR ENTERPRISE	87200519	Registered	5289168	9/19/17
BLUE BY BELLY	87200476	Registered	5289167	9/19/17

2. TRADEMARK APPLICATIONS:

MARK	SERIAL NUMBER	STATUS	REGISTRATION NUMBER	REGIS. DATE
WALLET STEERING	90676886	Pending – Application filed 4/28/21	N/A	N/A

3. INTELLECTUAL PROPERTY LICENSES: None