

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM697359

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
COASTAL FARM & HOME SUPPLY LLC		12/23/2021	Corporation: OREGON
RECEIVING PARTY DATA			
Name:	U.S. Bank National Association, as Collateral Agent		
Street Address:	1420 Fifth Avenue, Suite 1100		
City:	Seattle		
State/Country:	WASHINGTON		
Postal Code:	98101		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4768266	COASTAL FARM & RANCH	
Registration Number:	4844855	COASTAL OUTDOORS SINCE 1963	
Registration Number:	4850115	COASTAL OUTDOORS	
Registration Number:	5081589	COASTAL	
Registration Number:	5081590	COASTAL	
Registration Number:	4755965	JUST WHAT THE COUNTRY NEEDS.	
Registration Number:	6441825	COASTAL COUNTRY	
CORRESPONDENCE DATA			
Fax Number:	7044448847		
<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:	213-457-9847		
Email:	ksaltrick@mcguirewoods.com		
Correspondent Name:	McGuireWoods LLP		
Address Line 1:	355 S. Grand Avenue, Suite 4200		
Address Line 2:	Attention: Mark Spitzer, Esq.		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
NAME OF SUBMITTER:	Mark Spitzer		
SIGNATURE:	/s/ Mark Spitzer		

OP \$190.00 4768266

DATE SIGNED:	12/23/2021
Total Attachments: 3 source=USPTO Trademark Security Agreement#page1.tif source=USPTO Trademark Security Agreement#page2.tif source=USPTO Trademark Security Agreement#page3.tif	

ASSIGNMENT FOR SECURITY – TRADEMARKS

Date: December 23, 2021

WHEREAS, COASTAL FARM & HOME SUPPLY LLC, an Oregon limited liability company (the “Assignor”) has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the “Trademarks”);

WHEREAS, the Assignor has entered into a Pledge and Security Agreement, dated as of December 23, 2021 (as amended, restated, supplemented, modified or otherwise changed from time to time, the “Security Agreement”; capitalized terms used herein without definition shall have the meaning set forth therein), in favor of U.S. Bank National Association, as the Collateral Agent for itself and certain lenders (in such capacity, together with its successors and assigns, if any, the “Assignee”); and

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the Secured Parties (as defined in the Security Agreement) a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the “Collateral”), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the Assignee and the Secured Parties a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to or in connection with this Assignment for Security – Trademark (this “Assignment”), the terms of this Assignment, and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Assignment, the terms of the Intercreditor Agreement shall control.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of December 23, 2021.

Effective upon the consummation of the Coastal Acquisition:

COASTAL FARM & HOME SUPPLY LLC






By: 

Name: *Robert Weitz*

Title: *Vice President*

SCHEDULE A

TRADEMARKS

Company	Jurisdiction	Trademark	Registration No.	Registration Date
Coastal Farm & Home Supply LLC	United States		4,768,266	07/07/15
Coastal Farm & Home Supply LLC	United States		4,844,855	11/03/15
Coastal Farm & Home Supply LLC	United States		4,850,115	11/10/15
Coastal Farm & Home Supply LLC	United States		5,081,589	11/15/16
Coastal Farm & Home Supply LLC	United States		5,081,590	11/15/16
Coastal Farm & Home Supply LLC	United States	JUST WHAT THE COUNTRY NEEDS.	4,755,965	06/16/15
Coastal Farm & Home Supply LLC	United States	COASTAL COUNTRY	6,441,825	08/03/21

Schedule A