

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM709303

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hollowick, Inc.		02/16/2022	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	BMO Harris Bank N.A., as Agent		
Street Address:	111 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	1810402	EASY HEAT	
Registration Number:	1365448	EASY HEAT	
Registration Number:	1292084	HOLLOWICK	
Registration Number:	6448704	HOLLOWICK	
Registration Number:	1291734	HOLLOWICK	
Registration Number:	3217459	HOLLOWICK FX FLAME FREE INTIMATE LIGHTIN	
Registration Number:	6584901	HOLLOWICK HOME	
Registration Number:	4323965	HOLLOWICK'S XTREMEHEAT	
Registration Number:	2539984	SELECT WAX	
Registration Number:	4349269	XTREMEHEAT	
Registration Number:	5466373	NEXIS	
CORRESPONDENCE DATA			
Fax Number:	2024083141		
<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:	2024083141		
Email:	jean.paterson@cscglobal.com		
Correspondent Name:	CSC		
Address Line 1:	1090 Vermont Avenue, NW		
Address Line 4:	Washington, D.C. 20005		

CH \$290.00 1810402

NAME OF SUBMITTER:	Jean Paterson
SIGNATURE:	/jep/
DATE SIGNED:	02/18/2022
Total Attachments: 7 source=2-18-2022 Hollowick-TM#page1.tif source=2-18-2022 Hollowick-TM#page2.tif source=2-18-2022 Hollowick-TM#page3.tif source=2-18-2022 Hollowick-TM#page4.tif source=2-18-2022 Hollowick-TM#page5.tif source=2-18-2022 Hollowick-TM#page6.tif source=2-18-2022 Hollowick-TM#page7.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of February 16, 2022 (this “*Trademark Security Agreement*”), is made by the entity listed on the signature page hereof (the “*Grantor*”), in favor of BMO Harris Bank N.A. (“*BMO*”), as administrative agent (in such capacity, together with its permitted successors and permitted assigns, “*Agent*”) for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of December 20, 2019, by Glazed Holdings, Inc., a Delaware corporation, Glazed Intermediate, LLC, a Delaware limited liability company (“*Glazed*”) (whose obligations as US Borrower hereunder were assumed by ST Athena Global LLC, a Delaware limited liability company (“*ST Athena US*”), substantially concurrently with the initial Borrowing (as this and other capitalized terms used in this Preamble without definition are defined in the Credit Agreement) under the Credit Agreement and the consummation of the ST Athena Acquisition, and effective immediately upon giving effect to the Closing Date Merger), the Lenders and the L/C Issuers from time to time party thereto and BMO, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to US Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date with the Credit Agreement in favor of Agent (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Guaranty and Security Agreement*”), to guarantee the Obligations (as defined in the Credit Agreement); and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark 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 Borrowers thereunder, the 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.

The 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 the undersigned, hereby pledges 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 the following Collateral of the Grantor (the "Trademark Collateral"); *provided, however*, notwithstanding the foregoing, no Lien or security interest is hereby granted on any Excluded Property and none of the covenants or representations and warranties herein shall be deemed to apply to any assets constituting Excluded Property; *provided, further*, that if and when any of the following property of the Grantor shall cease to be Excluded Property, a Lien on and security in such property shall be deemed granted therein:

(a) all of its Trademarks (as defined in the Credit Agreement) (but excluding any intent-to-use trademark application prior to the filing and acceptance of a "Statement of Use" or "Amendment to Alleged Use" with respect thereto), including, without limitation, those referred to on Schedule 1 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 (as defined in the Credit Agreement) 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 Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and the 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. In the event of any conflict between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

SECTION 4. GRANTOR REMAINS LIABLE.

The Grantor hereby agrees that, anything herein to the contrary notwithstanding, but subject to the terms of the Guaranty and Security Agreement, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

SECTION 5. TERMINATION.

This Trademark Security Agreement shall terminate and the Lien on and the security interest in the Trademark Collateral shall be released upon the Payment in Full (as defined in the Credit Agreement) of the Secured Obligations. Upon the termination of this Trademark Security Agreement, Agent shall execute all documents, make all filings, and take all other actions reasonably requested by the Grantor to evidence and record the release of the Lien on and security interests in the Trademark Collateral granted herein.

SECTION 6. COUNTERPARTS.

This Trademark 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. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission or Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.

SECTION 7. GOVERNING LAW.

The laws of the State of New York shall govern all matters arising out of, in connection with or relating to this Trademark Security Agreement, including, its validity, interpretation, construction, performance and enforcement (including, any claims sounding in contract or tort law arising out of the subject matter hereof and any determinations with respect to post-judgment interest).

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

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

Very truly yours,

HOLLOWICK, INC., as Grantor

By: 

Name: John D. Miles

Title: Chief Executive Officer

Acknowledged and Agreed as of the
date first above written:

BMO HARRIS BANK N.A., as Agent

By: _____
Name: _____
Title: _____

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

Very truly yours,

HOLLOWICK, INC., as Grantor

By: _____
Name: _____
Title: _____




Acknowledged and Agreed as of the
date first above written:



BMO HARRIS BANK N.A., as Agent

By: Peter J. Flaherty
Name: Peter Flaherty
Title: Director

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

TRADEMARK REGISTRATIONS

Mark	Jurisdiction	App. No.	Reg. No.	Status	Current Owner of Record
EASY HEAT	United States of America	74/362,251	1,810,402	Registered	Hollowick, Inc.
EASY HEAT and design 	United States of America	73/531,238	1,365,448	Registered	Hollowick, Inc.
HOLLOWICK	United States of America	73/434,399	1,292,084	Registered	Hollowick, Inc.
HOLLOWICK	United States of America	90/376,365	6,448,704	Registered	Hollowick, Inc.
HOLLOWICK and design 	United States of America	73/434,346	1,291,734	Registered	Hollowick, Inc.
HOLLOWICK FX FLAME FREE INTIMATE LIGHTING and design 	United States of America	78/828,260	3,217,459	Registered	Hollowick, Inc.

HOLLOWICK HOME	United States of America	90/313,755	6,584,901	Registered	Hollowick, Inc.
HOLLOWICK'S XtremeHeat & Design 	United States of America	85/715,729	4,323,965	Registered	Hollowick, Inc.
SELECT WAX & Design 	United States of America	76/202,424	2,539,984	Registered	Hollowick, Inc.
XTREMEHEAT	United States of America	85/715,724	4,349,269	Registered	Hollowick, Inc.
NEXIS	United States of America	87/571,601	5,466,373	Registered	Hollowick, Inc.