

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM726681

<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>
GASKETS ACQUISITION LLC		05/09/2022	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ARES CAPITAL CORPORATION		
<b>Street Address:</b>	245 PARK AVENUE		
<b>Internal Address:</b>	44TH FLOOR		
<b>City:</b>	NEW YORK		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10167		
<b>Entity Type:</b>	Corporation: MARYLAND		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6045994	COOLER GASKETS	
<b>Registration Number:</b>	5872390	CS CARVED SOLUTIONS	
<b>Registration Number:</b>	5219729	KELLBEE	
<b>Registration Number:</b>	5534291	CUTTINGBOARD.COM	
<b>Registration Number:</b>	5153946	GASKET GUY	
<b>Serial Number:</b>	97187250	KEEP YOUR COOL!	
<b>Registration Number:</b>	6140355	GRAIN+OAK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3105572193		
<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>	310-557-2900		
<b>Email:</b>	KLATHROP@PROSKAUER.COM		
<b>Correspondent Name:</b>	PROSKAUER ROSE LLP		
<b>Address Line 1:</b>	2029 CENTURY PARK EAST, SUITE 2400		
<b>Address Line 2:</b>	C/O KIMBERLEY A. LATHROP		
<b>Address Line 4:</b>	LOS ANGELES, CALIFORNIA 90067		
<b>ATTORNEY DOCKET NUMBER:</b>	70097.017		

CH \$190.00 6045994

<b>NAME OF SUBMITTER:</b>	Kimberley A. Lathrop
<b>SIGNATURE:</b>	/Kimberley A. Lathrop/
<b>DATE SIGNED:</b>	05/09/2022
<b>Total Attachments: 7</b> source=Trademark Security Agreement (Gaskets) (Execution Version)#page1.tif source=Trademark Security Agreement (Gaskets) (Execution Version)#page2.tif source=Trademark Security Agreement (Gaskets) (Execution Version)#page3.tif source=Trademark Security Agreement (Gaskets) (Execution Version)#page4.tif source=Trademark Security Agreement (Gaskets) (Execution Version)#page5.tif source=Trademark Security Agreement (Gaskets) (Execution Version)#page6.tif source=Trademark Security Agreement (Gaskets) (Execution Version)#page7.tif	

## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of May 9, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “**Trademark Security Agreement**”), is made by Gaskets Acquisition LLC, a Delaware limited liability company (the “**Grantor**”) in favor of Ares Capital Corporation, as Administrative Agent and Collateral Agent for the Secured Parties (in such capacities and together with its successors and permitted assigns, the “**Administrative Agent**”).

**WHEREAS**, the Grantor is a party to that certain Security Agreement, dated as of February 17, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) among the Grantor, the other grantors party thereto and the Administrative Agent pursuant to which the Grantor granted a security interest to the Administrative Agent for the benefit of the Secured Parties in the Trademark Collateral (as defined below) and is required to execute and deliver this Trademark Security Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Administrative Agent as follows:

### SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Security Agreement or the Credit Agreement (as defined in the Security Agreement) and used herein have the meaning given to them in the Security Agreement or the Credit Agreement, as applicable.

### SECTION 2. GRANT OF SECURITY INTEREST

The Grantor, as security for the payment and performance in full of the Secured Obligations of the Grantor (including, if the Grantor is a Guarantor, the Secured Obligations of the Grantor arising under the Guaranty), hereby pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”); *provided*, that the Trademark Collateral shall not include any Excluded Assets:

- (i) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names and other source or business identifiers, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (“**USPTO**”), including the registrations and registrations applications listed in Schedule A hereto, or any similar offices in any State of the United States or any political

subdivision thereof, and all extensions or renewals thereof, as well as any unregistered trademarks and service marks used by the Grantor; and all goodwill connected with the use thereof and symbolized thereby,

(ii) all renewals and extensions thereof, rights to sue or otherwise recover for infringements or other violations thereof,

(iii) all rights corresponding to the foregoing throughout the world, and

(iv) to the extent not otherwise included, all Proceeds, products, accessions, rents and profits of any and all of the foregoing.

**SECTION 2.1 Certain Limited Exclusions.** Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include any intent-to-use trademark application prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law.

### **SECTION 3. SECURITY AGREEMENT**

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

### **SECTION 4. RECORDATION**

The Grantor hereby authorizes and requests that the USPTO record this Trademark Security Agreement.

### **SECTION 5. TERMINATION**

Upon the termination of this Trademark Security Agreement, the Administrative Agent shall execute all documents, make all filings, and take all other actions reasonably requested by the Grantor, at the Grantor's expense, to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein.

**SECTION 6. GOVERNING LAW**

THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

**SECTION 7. COUNTERPARTS**

This Trademark Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Remainder of page intentionally left blank]

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


GASKETS ACQUISITION LLC

By: 

Name: David Shadduck

Title: Chief Financial Officer

**ARES CAPITAL CORPORATION,**  
as Administrative Agent and Collateral Agent

By:  \_\_\_\_\_  
Name: Mitchell Goldstein  
Title: Authorized Signatory

**SCHEDULE A**  
to  
**TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

<b>Trademark</b>	<b>Application Serial Number</b>	<b>Registration Number</b>	<b>Date Registered</b>	<b>Owner</b>
COOLER GASKETS (DESIGN PLUS WORDS)	88577043	6045994	May 5, 2020	Gaskets Acquisition LLC <sup>1</sup>
CARVED SOLUTIONS (STYLIZED)	88338815	5872390	October 1, 2019	Gaskets Acquisition LLC <sup>2</sup>
KELLBEE	87022744	5219729	June 6, 2017	Gaskets Acquisition LLC <sup>3</sup>
CUTTINGBOARD.COM (DESIGN PLUS WORDS)	87725510	5534291	August 7, 2018	Gaskets Acquisition LLC <sup>4</sup>
GASKET GUY	86871583	5153946	March 7, 2017	Gaskets Acquisition LLC <sup>5</sup>
KEEP YOUR COOL!	97/187250	--	December 23, 2021 (date filed)	Gaskets Acquisition LLC <sup>6</sup>

<sup>1</sup> Pursuant to that certain Trademark Assignment, dated as of February 25, 2022 and filed with the United States Patent and Trademark Office on April 28, 2022 (the "Trademark Assignment"), Gaskets Unlimited, LLC, a Georgia limited liability company, assigned such Trademark to Gaskets Acquisition LLC, a Delaware limited liability company ("Gaskets Acquisition").

<sup>2</sup> Pursuant to the Trademark Assignment, The Cutting Board Company, LLC, a Georgia limited liability company ("Cutting Board Company"), assigned such Trademark to Gaskets Acquisition.

<sup>3</sup> Pursuant to the Trademark Assignment, Cutting Board Company assigned such Trademark to Gaskets Acquisition.

<sup>4</sup> Pursuant to the Trademark Assignment, Cutting Board Company assigned such Trademark to Gaskets Acquisition.

<sup>5</sup> Pursuant to the Trademark Assignment, Gasket Guy, LLC, a Georgia limited liability company ("Gasket Guy"), assigned such Trademark to Gaskets Acquisition.

<sup>6</sup> Pursuant to the Trademark Assignment, Cutting Board Company assigned such Trademark to Gaskets Acquisition.



GRAIN+OAK	88774536	6140355	September 1, 2020	Gaskets Acquisition LLC <sup>7</sup>
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<sup>7</sup> Pursuant to the Trademark Assignment, Cutting Board Company assigned such Trademark to Gaskets Acquisition.