

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM751539

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Camille Rose L.L.C.		08/26/2022	Limited Liability Company: GEORGIA
RECEIVING PARTY DATA			
Name:	Ironwood Capital Partners V LP		
Street Address:	45 Nod Road, Suite 2		
City:	Avon		
State/Country:	CONNECTICUT		
Postal Code:	06001-3819		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	90619031	CAMILLE ROSE	
Serial Number:	87519267	CAMILLE ROSE	
CORRESPONDENCE DATA			
Fax Number:	8883259172		
<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:	16172390567		
Email:	carla.hines@lockelord.com		
Correspondent Name:	Carla A. Hines		
Address Line 1:	LOCKE LORD LLP, 111 Huntington Ave.		
Address Line 4:	Boston, MASSACHUSETTS 02199		
ATTORNEY DOCKET NUMBER:	1568615.00045		
NAME OF SUBMITTER:	Carla Hines		
SIGNATURE:	/s/ Carla Hines		
DATE SIGNED:	08/26/2022		
Total Attachments: 4			
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NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, ANY LIENS AND SECURITY INTERESTS HEREIN GRANTED, AND THE EXERCISE OF RIGHTS AND REMEDIES BY THE PURCHASERS AND AGENT HEREUNDER, ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AND SUBORDINATION AGREEMENT, DATED AS OF EVEN DATE HERewith (AS AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "INTERCREDITOR AGREEMENT"), AMONG THE COMPANY (AS DEFINED THEREIN), KEYBANK NATIONAL ASSOCIATION AS AGENT, IRONWOOD CAPITAL PARTNERS V LP AND THE OTHER CREDITORS FROM TIME TO TIME PARTY THERETO. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

SENIOR SUBORDINATED TRADEMARK SECURITY AGREEMENT

This **SENIOR SUBORDINATED TRADEMARK SECURITY AGREEMENT** (as amended, amended and restated, supplemented, or otherwise modified from time to time, this "**Agreement**"), dated as of August 26, 2022, is made by **CAMILLE ROSE L.L.C.**, a Georgia limited liability company (the "**Grantor**"), in favor of **IRONWOOD CAPITAL PARTNERS V LP**, a Delaware limited partnership, as collateral agent for the Purchasers under the Note Purchase Agreement (defined below) (in such capacity, together with its successors and assigns permitted in accordance with the terms set forth in the Note Purchase Agreement referred to below in such capacity, the "**Agent**").

WHEREAS, the Grantor and PEP-CR HOLDINGS, LLC, a Delaware limited liability company ("**PEP**" and, together with Grantor, jointly and severally, the "**Note Parties**" and each individually, a "**Note Party**") are note parties under that certain Senior Subordinated Note Purchase Agreement dated as of the date hereof by and among the Note Parties, the Purchasers from time to time party thereto, and the Agent (as amended, amended and restated, supplemented, or otherwise modified from time to time, the "**Note Purchase Agreement**"); and

WHEREAS, the Note Parties are party to that certain Senior Subordinated Pledge and Security Agreement date as of even date herewith by and among the Note Parties and each other Person (as defined in the Note Purchase Agreement) that becomes a party thereto by execution of a joinder agreement in favor of the Agent (as amended, amended and restated, supplemented, or otherwise modified from time to time, the "**Security Agreement**").

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

SECTION 1. Defined Terms. Except as otherwise expressly defined herein, all capitalized terms used in this Agreement shall have the meanings ascribed to them in the Security Agreement and, if not defined therein, in the Note Purchase Agreement. Any term used in the UCC and not defined in this Agreement, the Security Agreement, or the Note Purchase Agreement shall have the meaning given to such term in the UCC.

SECTION 2. **Security Interest.** In order to secure the full and punctual payment and performance of the Secured Obligations in accordance with the terms of the Security Agreement, the Grantor hereby pledges and collaterally assigns to the Agent, and grants to the Agent, for the benefit of the Agent and the Purchasers, a continuing security interest in and to all of its rights in and to all of its Trademarks, including but not limited to the Trademarks listed on Exhibit A attached hereto (the “*Collateral*”), whether now existing or hereafter arising or acquired. Notwithstanding the foregoing, the term “*Collateral*” shall not include any intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office, provided that upon such filing and acceptance, such intent-to-use applications shall be included in the definition of “*Collateral*”. The Grantor hereby requests that the U.S. Commissioner of Patents and Trademarks record this Agreement with respect to the U.S. Trademarks listed on Exhibit A attached hereto.

SECTION 3. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York and the respective rights and obligations of the parties hereto shall be governed by New York law, without regard to principles of conflict of laws (other than Sections 5-1401 and 5-1402 of the General Obligations Law of the State of New York). Wherever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

SECTION 4. **Counterparts.** This Agreement may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

[Remainder of page left intentionally blank.]

**TO BE RECORDED WITH THE U.S.
PATENT AND TRADEMARK OFFICE**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:


CAMILLE ROSE L.L.C.

By: 

Name: Erik Miller

Title: Vice President

EXHIBIT A

Mark/Title	Jurisdiction	Basis	Serial No.	Reg. No.	Date Issued	Renewal Date
	United States	1A	90619031	6704388	4/19/2022	4/19/2028
CAMILLE ROSE	United States	1A	87519267	5400579	2/13/2018	2/13/2024