

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM778266

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Diversified Communications		12/29/2022	Corporation: MAINE
DBC Pri-Med, LLC		12/29/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	50 Rowes Wharf		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 24			
Property Type	Number	Word Mark	
Registration Number:	6792723	DRINKS AMERICA	
Registration Number:	6720587	DRINKS AMERICA	
Registration Number:	6378852	NATIONAL FISHERMAN	
Registration Number:	2433038	NATIONAL FISHERMAN	
Registration Number:	6082196	GEO WEEK	
Registration Number:	5391646	ACCOUNTEX	
Registration Number:	5370533	ACCOUNTEX	
Registration Number:	4465415	SEAFOOD EXPO	
Registration Number:	4465412	SEAFOOD PROCESSING	
Registration Number:	4456440	ENERGY STORAGE NORTH AMERICA	
Registration Number:	3452868	PACIFIC MARINE EXPO	
Registration Number:	3616440	RUNNING INSIGHT	
Registration Number:	3585098	INDIE 5K	
Registration Number:	3559208	50 BEST RUNNING STORES IN AMERICA	
Registration Number:	5027304	SPORTSTYLE	
Registration Number:	3266529	THE RUNNING EVENT	
Registration Number:	3182268	KOSHERFEST	
Registration Number:	2833728	THE ACCOUNTS PAYABLE NETWORK	
		TRADEMARK	

OP \$615.00 6792723

Property Type	Number	Word Mark
Registration Number:	2410322	WORKBOAT
Registration Number:	2345774	WORKBOAT
Registration Number:	2768532	SEAFOOD BUSINESS
Registration Number:	1838813	THE INTERNATIONAL WORKBOAT SHOW
Registration Number:	1045568	FISH EXPO
Registration Number:	6121979	SMART ENERGY DECISIONS

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 6172485000

Email: tmadmin@choate.com

Correspondent Name: Sara M. Bauer

Address Line 1: Two International Place

Address Line 2: Choate Hall & Stewart LLP

Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	2011745-0016
NAME OF SUBMITTER:	AMY L BROSIUS
SIGNATURE:	/Amy L. Brosius/
DATE SIGNED:	01/04/2023

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 29, 2022 (this "Security Agreement"), is made by Diversified Communications, a Maine corporation and DBC Pri-Med, LLC, a Delaware limited liability company (each a "Grantor" and together the "Grantors"), in favor of JPMorgan Chase Bank, N.A., as administrative agent (the "Administrative Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, reference is made to the Credit Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among the Grantors, the other Loan Parties (as defined therein) party thereto from time to time, the Administrative Agent, and the Lenders (as defined therein) party thereto from time to time, providing for, among other things, a revolving credit facility subject to the terms set forth therein;

WHEREAS, in connection with the Credit Agreement, each Grantor, among others, has entered into that certain Pledge and Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement"), in favor of the Administrative Agent for the benefit of the Secured Parties; and

WHEREAS, the Pledge and Security Agreement requires the Grantors to execute and deliver this Security Agreement.

NOW, THEREFORE, in consideration of the premises and in order to ensure compliance with the Credit Agreement, the Grantors hereby agree as follows:

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

Section 2 Grant of Security Interest in Trademark Collateral. To secure the prompt and complete payment and performance of the Secured Obligations, each Grantor hereby pledges, assigns and grants to the Administrative Agent, on behalf of and for the ratable benefit of the Secured Parties, a security interest in all of its right, title and interest in, to and in all of the following property of such Grantor:

- (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers and, in each case, all goodwill associated therewith, all registrations and recordations thereof and all applications in connection therewith, in each case owned by such Grantor, including, without limitation, the registrations and applications referred to in Schedule I hereto; but excluding any intent to use trademark applications prior to the filing and acceptance with the United States Patent and Trademark Office of a "Statement of Use" or "Amendment to Allege Use" with respect thereto (the "Trademark Collateral").

Section 3 Pledge and Security Agreement. The security interest granted pursuant to this Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Pledge and Security Agreement, and the Grantors hereby acknowledge and agree 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 Pledge 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 or inconsistency between this Security Agreement and the Pledge and Security Agreement (or any portion hereof or thereof), the terms of the Pledge and Security Agreement shall prevail.

Section 4 Termination. This Security Agreement shall terminate, and the Lien on and security interest in the Trademark Collateral shall be released, upon termination of the Credit Agreement pursuant to its express terms and Payment in Full of all Secured Obligations.

Section 5 Counterparts. This Security Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Security Agreement by signing any such counterpart. Delivery of an executed counterpart of a signature page of this Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Security Agreement.

Section 6 Governing Law. This Security Agreement shall be governed by and construed in accordance with the internal laws of the State of New York, but giving effect to federal laws applicable to national banks.

[Signature Page Follows]

IN WITNESS WHEREOF, each 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.

DIVERSIFIED COMMUNICATIONS, as a Grantor

By: W.H. Mitchell
Name: Whitney H. Mitchell
Title: Treasurer and Chief Financial Officer

DBC PRI-MED, LLC, as a Grantor

By: W.H. Mitchell
Name: Whitney H. Mitchell
Title: Treasurer and Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007938 FRAME: 0395

Acknowledged and Agreed to as of the date hereof:

JPMORGAN CHASE BANK, N.A., as Administrative Agent

By: Celeste D'Orazio
Name: Celeste D'Orazio
Title: Authorized Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007938 FRAME: 0396

SCHEDULE I**TRADEMARKS**

Those marked with an * are slated to be abandoned.

<u>Grantor</u>	<u>Trademark</u>	<u>Registration / Application No.</u>	<u>Registration / Filing Date</u>	<u>Status</u>	<u>Owned / Licensed</u>
DIVERSIFIED HOLDING CO.	NONE				
DIVERSIFIED COMMUNICATIONS	DRINKS AMERICA	6792723	July 19, 2022	LIVE	OWNED
	DRINKS AMERICA	6720587	May 3, 2022	LIVE	OWNED
	NATIONAL FISHERMAN	6378852	June 8, 2021	LIVE	OWNED
	NATIONAL FISHERMAN	2433038	March 6, 2001		
	GEO WEEK	6082196	June 16, 2020	LIVE	OWNED
	ACCOUNTEX	5391646	January 30, 2018	LIVE	OWNED
	ACCOUNTEX	5370533	January 2, 2018	LIVE	OWNED
	SEAFOOD EXPO	4465415	January 14, 2014	LIVE	OWNED
	SEAFOOD PROCESSING	4465412	January 14, 2014	LIVE	OWNED
DIVERSIFIED COMMUNICATIONS (CONT'D)	ENERGY STORAGE NORTH AMERICA	4456440	December 24, 2013	LIVE	OWNED
	PACIFIC MARINE EXPO	3452868	June 24, 2008	LIVE	OWNED
	RUNNING INSIGHT	3616440	May 5, 2009	LIVE	OWNED
	INDIE 5K	3585098	March 10, 2009	LIVE	OWNED
	50 BEST RUNNING STORES IN AMERICA*	3559208	January 6, 2009	LIVE	OWNED
	SPORTSTYLE*	5027304	August 23, 2016	LIVE	OWNED
	THE RUNNING EVENT	3266529	July 17, 2007	LIVE	OWNED
	KOSHERFEST	3182268	December 12, 2006	LIVE	OWNED
	THE ACCOUNTS PAYABLE NETWORK*	2833728	April 20, 2004	LIVE	OWNED
	WORKBOAT	2410322	December 5, 2000	LIVE	OWNED
	WORKBOAT	2345774	April 25, 2000	LIVE	OWNED

<u>Grantor</u>	<u>Trademark</u>	<u>Registration / Application No.</u>	<u>Registration / Filing Date</u>	<u>Status</u>	<u>Owned / Licensed</u>
	SEAFOOD BUSINESS*	2768532	September 30, 2003	LIVE	OWNED
	THE INTERNATIONA L WORKBOAT SHOW	1838813	June 7, 1994	LIVE	OWNED
	FISH EXPO*	1045568	August 3, 1976	LIVE	OWNED
	SMART ENERGY DECISIONS (Stylized/ Design)	6121979	August 11, 2020	LIVE	OWNED
	VINEXPO	5542987	August 21, 2018	LIVE	LICENSED
	INTERSOLAR NORTH AMERICA	NOT REGISTERED			LICENSED