

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM791611

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Unagi Inc.		02/03/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Acquiom Agency Services LLC		
Street Address:	150 South Fifth Street, Suite 2600		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	Limited Liability Company: COLORADO		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5896549	UNAGI	
Registration Number:	5896556		
Registration Number:	5896552	UNAGI	
CORRESPONDENCE DATA			
Fax Number:			
<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:	312-281-1116		
Email:	smaguire@hmbllaw.com		
Correspondent Name:	Susan Maguire		
Address Line 1:	500 W. Madison Street		
Address Line 4:	Chicago, ILLINOIS 60661		
NAME OF SUBMITTER:	Susan Maguire		
SIGNATURE:	/Susan Maguire/		
DATE SIGNED:	03/03/2023		
Total Attachments: 7			
source=Executed Trademark Security Agreement Unagi=Acquiom#page1.tif			
source=Executed Trademark Security Agreement Unagi=Acquiom#page2.tif			
source=Executed Trademark Security Agreement Unagi=Acquiom#page3.tif			
source=Executed Trademark Security Agreement Unagi=Acquiom#page4.tif			

OP \$90.00 5896549

source=Executed Trademark Security Agreement Unagi=Acquiom#page5.tif

source=Executed Trademark Security Agreement Unagi=Acquiom#page6.tif

source=Executed Trademark Security Agreement Unagi=Acquiom#page7.tif

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this “**Agreement**”) is made as of February 3, 2023, by and between Unagi Inc., a Delaware corporation (“**Grantor**”), and Acquiom Agency Services LLC, in its capacity as collateral agent under the Loan Agreement (as defined below) (together with its successors and assigns in such capacity, “**Secured Party**”).

RECITALS

A. Pursuant to that certain Loan and Security Agreement, dated the date hereof, by and between Grantor, as borrower, Secured Party, Lender, and the other parties party thereto (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”), the Lender has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the “**Loan**”) in the amounts and manner set forth in the Loan Agreement. All capitalized terms used herein without definition shall have the meanings ascribed to them in the Loan Agreement.

B. The Lender is willing to make the Loan to Grantor, but only upon the condition, among others, that Grantor shall grant to Secured Party, for the benefit of the Secured Party and Lender, a security interest in all of Grantor’s Collateral. To that end, Grantor has executed in favor of Secured Party, for the benefit of the Secured Party and Lender, the Loan Agreement granting such security interest in all of Grantor’s Collateral, and is executing this Agreement with respect to Trademarks (as defined below), in particular.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of Grantor’s present or future Obligations, Grantor hereby grants to Secured Party, for the benefit of the Secured Party and Lender, a security interest, as security, in and to Grantor’s entire right, title and interest in, to and under the following property, now owned or hereafter acquired by Grantor or in which Grantor now holds or hereafter acquires any interest (all of which shall collectively be called the “**Trademark Collateral**” for purposes of this Agreement):

(a) All trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and any applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, and reissues, extensions or renewals thereof, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit A attached hereto (collectively, the “**Trademarks**”);

(b) Any and all claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(c) All licenses or other rights to use any of the Trademarks and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(d) All amendments, renewals and extensions of any of the Trademarks; and

(e) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Notwithstanding the foregoing, the term “**Trademark Collateral**” shall not include any Excluded Assets.

2. Covenants and Warranties. Grantor represents, warrants, covenants and agrees as follows:

(a) Grantor has rights (as defined in the UCC) in the Trademark Collateral, except for Permitted Liens;

(b) During the term of this Agreement, Grantor will not transfer or otherwise encumber any interest in the Trademark Collateral, except for Permitted Liens and except for transfers otherwise permitted under the Loan Agreement;

(c) To its knowledge, each of the Trademarks is valid and enforceable, and no part of the Trademark Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Trademark Collateral violates the rights of any third party;

(d) Grantor shall deliver to Secured Party within thirty (30) days of the last day of each fiscal quarter, a report signed by Grantor, in form reasonably acceptable to the Lender, listing (i) any applications or registrations that Grantor has made or filed in respect of any trademarks, (ii) the status of any outstanding applications or registrations and (iii) any material change in the composition of the Trademark Collateral;

(e) Grantor shall use reasonable commercial efforts to (i) protect, defend and maintain the validity and enforceability of the Trademarks, (ii) detect infringements of the Trademarks and promptly advise Secured Party in writing of material infringements detected, and (iii) not allow any material Trademarks to be abandoned, forfeited or dedicated to the public unless Grantor deems it to be in the best interest of Grantor’s business;

(f) Grantor shall apply for registration (to the extent not already registered) with the United States Patent and Trademark Office: (i) those intellectual property rights listed on Exhibit A hereto within thirty (30) days of the date of this Agreement; and (ii) those additional intellectual property rights developed or acquired by Grantor from time to time in connection with any product or service, prior to the sale or licensing of such product or the rendering of such service to any third party (including without limitation revisions or additions to the intellectual property rights listed on such Exhibit A), except, in each case, with respect to such rights that Grantor determines in its sole but reasonable commercial judgment need not be registered to protect its own business interests. Grantor shall, at its cost and expense, from time to time, execute and file such other instruments, and take such further actions as Secured Party or Lender may reasonably request from time to time to perfect or continue the perfection of Secured Party’s interest in the Trademark Collateral; and

(g) Grantor shall not enter into any agreement that would materially impair or conflict with Grantor’s obligations hereunder without the prior written consent of the Secured Party (acting at the written direction of the Lender), which consent shall not be unreasonably withheld. Grantor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in Grantor’s rights and interests in any property included within the definition of the Trademark Collateral acquired under such contracts, except for provisions in such material contracts as are referenced in the last paragraph of Section 1 of this Agreement.

3. Further Assurances: Attorney in Fact.

(a) On a continuing basis, Grantor will make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, or in any other country or any political subdivision thereof, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, and take all such action as may reasonably be deemed necessary or advisable, or as reasonably requested by Secured Party or Lender, to perfect Secured Party's security interest in all Trademarks and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to Secured Party and Lender the grant or perfection of a security interest in all Trademark Collateral.

(b) Grantor hereby irrevocably appoints Secured Party as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, from time to time in Secured Party's discretion, to take any action and to execute any instrument which Secured Party (acting at the written direction of the Lender) may deem necessary or advisable to accomplish the purposes of this Agreement, including (i) to modify, in its sole discretion, this Agreement without first obtaining Grantor's approval of or signature to such modification by amending Exhibit A, hereof, as appropriate, to include reference to any right, title or interest in any Trademarks acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Trademarks in which Grantor no longer has or claims any right, title or interest, (ii) to file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Trademark Collateral without the signature of Grantor where permitted by law, and (iii) after the occurrence and during the continuance of an Event of Default, to transfer the Trademark Collateral into the name of Secured Party or a third party to the extent permitted under the New York Uniform Commercial Code.

4. Events of Default. The occurrence of any of the following shall constitute an Event of Default under this Agreement:

(a) An Event of Default under the Loan Agreement; or

(b) Grantor breaches in any material respect any warranty or agreement made by Grantor in this Agreement and, as to any breach that is capable of cure, Grantor fails to cure such breach within thirty (30) days of the sooner to occur of Grantor's receipt of notice of such breach from Secured Party or the date on which such breach first becomes known to Grantor.

5. Amendments. This Agreement may be amended only by a written instrument signed by both parties hereto, except for amendments permitted under Section 3 hereof or Section 16 of the Loan Agreement to be made by Secured Party alone, and in each case acknowledged by the Lender.

6. Notices. Any notices required to be made hereunder shall be made in accordance with the terms of the Loan Agreement.

7. Governing Law. The laws of the State of New York, without regard to conflict or choice of law principles, shall govern all matters arising out of or relating to this Agreement and the transactions contemplated hereby, including, without limitation, its interpretation, construction, performance, and enforcement. **EACH OF THE PARTIES SUBMITS TO THE EXCLUSIVE JURISDICTION OF ANY STATE OR FEDERAL COURT SITTING IN NEW YORK CITY, NEW YORK AND ITS**

APPELLATE COURTS IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

8. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

9. Loan Agreement. This Agreement has been entered into in conjunction with the Loan Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Secured Party with respect to the Collateral are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Loan Agreement, the provisions of the Loan Agreement shall control.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

SECURED PARTY:

Acquiom Agency Services LLC

By: J. Anderson

Name: Jennifer Anderson

Title: Senior Director

GRANTOR:

Unagi Inc.

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

SECURED PARTY:

Acquiom Agency Services LLC

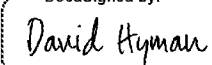
By: _____

Name: _____

Title: _____

GRANTOR:

Unagi Inc.

DocuSigned by:

By: _____
099EC29863D3453

Name: David Hyman

Title: President & Chief Executive Officer

EXHIBIT A

Trademarks

All owned by Grantor

<u>Owner</u>	<u>Country</u>	<u>Application No.</u> <u>Filing Date</u>	<u>Registration No.</u> <u>Registration Date</u>	<u>Mark</u>
Unagi Inc.	United States	88400060 4/24/2019	5896549 10/29/2019	UNAGI (Std. Character)
Unagi Inc.	United States	88400112 4/24/2019	5896556 10/29/2019	UNAGI (Eel design logo)
Unagi Inc.	United States	88400079 4/24/2019	5896552 10/29/2019	UNAGI (Stylized font)