

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM830929

<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>
Trident HR Holdings, LLC		08/07/2023	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Twin Brook Capital Partners, LLC, as Agent		
<b>Street Address:</b>	111 South Wacker Drive		
<b>Internal Address:</b>	36th Floor		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5922841	LAZY BAY	
<b>Registration Number:</b>	5874397	JVALIVE	
<b>Registration Number:</b>	5492235	JUICE ALIVE	
<b>Registration Number:</b>	4831599	JUICE ALIVE	
<b>Registration Number:</b>	3027833	JUICE ALIVE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	3128637141		
<b>Email:</b>	kristen.lange@goldbergkohn.com		
<b>Correspondent Name:</b>	Kristen N. Lange, Paralegal		
<b>Address Line 1:</b>	c/o Goldberg Kohn Ltd.		
<b>Address Line 2:</b>	55 E. Monroe Street, Ste. 3300		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60603		
<b>ATTORNEY DOCKET NUMBER:</b>	7428.035		
<b>NAME OF SUBMITTER:</b>	Kristen N. Lange		
<b>SIGNATURE:</b>	/kristenlange/		

OP \$140.00 5922841

<b>DATE SIGNED:</b>	08/10/2023
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**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of August 7, 2023, by TRIDENT HR HOLDINGS, LLC, a Delaware limited liability company (collectively, the "Grantors" and each a "Grantor"), in favor of TWIN BROOK CAPITAL PARTNERS, LLC, in its capacity as agent ("Agent") for Lenders (as hereinafter defined).

### W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of June 8, 2018 by and among Grantors as borrowers, certain of their affiliates, Agent and the financial institutions ("Lenders") from time to time party thereto (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Agent and Lenders have agreed to make Loans and to issue Letters of Credit for the benefit of Grantors;

WHEREAS, Agent and Lenders are willing to make the Loans and to issue Letters of Credit as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors and certain affiliates of Grantors shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Guarantee and Collateral Agreement dated as June 8, 2018 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Collateral Agreement"); and

WHEREAS, pursuant to the Collateral Agreement, Grantors are required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark 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, Grantors hereby agree as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Collateral Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks including those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all proceeds of the foregoing, including, without limitation, any claim by Grantors against third parties for past, present or future (i) infringement or dilution of any such Trademark or (ii) injury to the goodwill associated with any such Trademark; provided that no security interest shall be granted in any United States "intent to use" trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such "intent to use" trademark applications under applicable federal law.

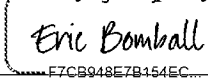
3. COLLATERAL AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights 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 Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Trademark Security Agreement. Receipt by telecopy or other electronic means (including "PDF") of any executed signature page to this Trademark Security Agreement shall constitute effective delivery of such signature page.

[Signature Page Follows]


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

**TRIDENT HR HOLDINGS, LLC**, a Delaware  
limited liability company

By:   
Name: Eric Bomball  
Title: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

**TWIN BROOK CAPITAL PARTNERS, LLC,**  
as Agent

By:   
\_\_\_\_\_  
Kimberly Trick (Aug 8, 2023 10:14 CDT)  
Name: Kimberly Trick  
Title: Managing Director

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

<b>Grantor</b>	<b>Trademark Title</b>	<b>Serial Number</b>	<b>Trademark Registration Number</b>	<b>Date of Registration</b>
Trident HR Holdings, LLC	LAZY BAY	88360402	5922841	11/26/19
Trident HR Holdings, LLC	JVALIVE	88393271	5874397	10/1/19
Trident HR Holdings, LLC	JUICE ALIVE	87706957	5492235	6/12/18
Trident HR Holdings, LLC	JUICE ALIVE	86556897	4831599	10/13/15
Trident HR Holdings, LLC	JUCIE ALIVE	78479147	3027833	12/13/05