

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI143843

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GEOSPORT LIGHTING SYSTEMS, LLC		03/13/2024	Limited Liability Company: DELAWARE
CELEBRITY GREENS, LLC		03/13/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Company Name:	BANK OF AMERICA, N.A., as Collateral Agent		
Street Address:	7105 Corporate Drive		
Internal Address:	TX2-981-02-29		
City:	Plano		
State/Country:	TEXAS		
Postal Code:	75024		
Entity Type:	National Banking Association: TEXAS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5366165	GEO SPORT	
Registration Number:	5408156	GEOSPORT	
Registration Number:	4738151	CG CELEBRITY GREENS	
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:	2028357507		
Email:	jramos@milbank.com,dcip@milbank.com		
Correspondent Name:	Mr. Javier J. Ramos		
Address Line 1:	1850 K Street, NW, Suite 1100		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20006		
ATTORNEY DOCKET NUMBER:	27465.00234		
NAME OF SUBMITTER:	JAVIER RAMOS		
SIGNATURE:	JAVIER RAMOS		
DATE SIGNED:	04/08/2024		

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Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, restated, modified or supplemented from time to time, this “**Trademark Security Agreement**”), dated as of March 13, 2024, is made by GEOSPORT LIGHTING SYSTEMS, LLC, a Delaware limited liability company, and CELEBRITY GREENS, LLC, a Delaware limited liability company (each, a “**Grantor**” and collectively, the “**Grantors**”), in favor of BANK OF AMERICA, N.A., as the Collateral Agent for the Secured Parties (together with its successors and permitted assigns, the “**Collateral Agent**”).

WHEREAS, each Grantor is party to that certain Security Agreement, dated as of February 21, 2024 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among each Grantor, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Security Agreement, each Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, all Intellectual Property of each Grantor other than Excluded Assets, and has agreed to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

Section 1. Terms. Capitalized terms used but not defined herein shall have the meanings given or given by reference in the Security Agreement.

Section 2. Grant of Security. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest (the “**Security Interest**”) in all of such Grantor’s right, title and interest in, to and under any registered or applied for Trademarks, including those Trademarks set forth on Schedule A attached hereto, together with all goodwill of the business connected with the use thereof and symbolized thereby, and with respect to the foregoing (a) all extensions and renewals thereof, (b) all income, fees, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including damages and payments for past, present or future infringements and dilutions thereof or injury to the goodwill associated therewith, and (c) the right to sue for past, present and future infringements and dilutions thereof or injury to the goodwill associated therewith (collectively, the “**Trademark Collateral**”); *provided that* “**Trademark Collateral**” shall not include and the Security Interest shall not attach to any Excluded Asset, including any “intent-to-use” application for registration of a Trademark prior to the filing and acceptance of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, to the extent that, and during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law (it being understood that upon such filing and acceptance such intent-to-use application shall be automatically subject to the security interest granted herein and deemed to be included in the Trademark Collateral).

Section 3. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement with the U.S. Patent and Trademark Office.

Section 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed signature page to this Trademark Security Agreement by facsimile or electronic (including .pdf or .tif file) transmission shall be as effective as delivery of a manually signed counterpart of this Trademark Security Agreement. Section 11.12 of the Credit Agreement is incorporated by reference herein, *mutatis mutandis*.

Section 5. Security Agreement. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security 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 Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

Section 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAW PRINCIPLES THEREOF, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST AND APPLICABLE FEDERAL LAWS PERTAINING TO TRADEMARKS).

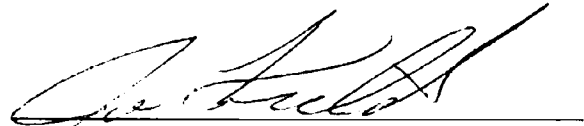
Section 7. Intercreditor Agreements. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE COLLATERAL AGENT, FOR THE BENEFIT OF THE SECURED PARTIES, PURSUANT TO THIS TRADEMARK SECURITY AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT AND THE OTHER SECURED PARTIES HEREUNDER ARE SUBJECT TO THE PROVISIONS OF ANY APPLICABLE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF ANY SUCH INTERCREDITOR AGREEMENT AND THIS TRADEMARK SECURITY AGREEMENT, THE PROVISIONS OF SUCH INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

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IN WITNESS WHEREOF, each of the undersigned has executed this Trademark Security Agreement as of the date first above written.

GEOSPORT LIGHTING SYSTEMS, LLC

By:



Name: Joe Fields

Title: President

CELEBRITY GREENS, LLC

By:

Name: Brad Reynolds

Title: Secretary

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

PROJECT TOUCHDOWN

TRADEMARK

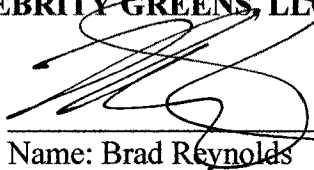
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IN WITNESS WHEREOF, each of the undersigned has executed this Trademark Security Agreement as of the date first above written.

GEOSPORT LIGHTING SYSTEMS, LLC

By: _____
Name: Joe Fields
Title: President

CELEBRITY GREENS, LLC

By:  _____
Name: Brad Reynolds
Title: Secretary

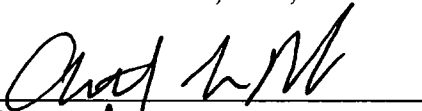
[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

PROJECT TOUCHDOWN

TRADEMARK
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Accepted and Agreed:

BANK OF AMERICA, N.A., as Collateral Agent

By: 
Name: Anthony W. Kell
Title: Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

PROJECT TOUCHDOWN

TRADEMARK
REEL: 008391 FRAME: 0954

SCHEDULE A

<u>Trademark</u>	<u>Country</u>	<u>Status</u>	<u>Appl. No.</u>	<u>Appl. Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Owner</u>
GEO SPORT	USA	Registered	87/237723	11/15/2016	5366165	12/26/2017	GeoSport Lighting Systems, LLC ¹
GEOSPORT	USA	Registered	87/015766	4/27/2016	5408156	2/20/2018	GeoSport Lighting Systems, LLC ²
CG CELEBRITY GREENS	USA	Registered	86371579	8/20/2014	4738151	5/19/2015	CELEBRITY GREENS, LLC

¹ USPTO records indicate "Geosport Lightning Systems, LLC" as the record owner. USPTO records to be corrected via a Section 7 request.

² USPTO records indicate "Geosport Lightning Systems, LLC" as the record owner. USPTO records to be corrected via a Section 7 request.

Schedule A-1

to Trademark Security Agreement