## 900853973 05/09/2024

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 Assignment ID: TMI221632

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900850383

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type	
Potters Industries, LLC		04/23/2024	Limited Liability Company: DELAWARE	

#### **RECEIVING PARTY DATA**

Company Name:	Credit Suisse AG, Cayman Islands Branch, as Collateral Agent		
Street Address:	Eleven Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Bank: SWITZERLAND		

#### **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	5909014	TZM
Registration Number:	5909015	PFM

#### **CORRESPONDENCE DATA**

**Fax Number:** 8009279801

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:** 8009279801

**Email:** jean.paterson@cscglobal.com

Correspondent Name: CSC J. Paterson
Address Line 1: 19 West 44th Street

Address Line 2: Suite 200

Address Line 4: New York, NEW YORK 10036

NAME OF SUBMITTER:	Jean Paterson
SIGNATURE:	Jean Paterson
DATE SIGNED:	05/09/2024

## **Total Attachments: 5**

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TRADEMARK 900853973 REEL: 008425 FRAME: 0624 source=5-9-2024 Potters - Trademark Security Agreement (2024) Executed#page3.tif source=5-9-2024 Potters - Trademark Security Agreement (2024) Executed#page4.tif source=5-9-2024 Potters - Trademark Security Agreement (2024) Executed#page5.tif

TRADEMARK REEL: 008425 FRAME: 0625

#### TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of April 23, 2024, between the signatory hereto (the "Grantor") in favor of CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as collateral agent for the Secured Parties (in such capacity, together with it successors and assigns in such capacity, the "Collateral Agent").

#### **RECITALS:**

WHEREAS, reference is made to that certain Guarantee and Collateral Agreement, dated as of December 14, 2020 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"; terms used in this Agreement and not otherwise defined herein have the meanings set forth in the Guarantee and Collateral Agreement), by and among the Grantor, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantor has (i) as collateral security for the Obligations, granted to the Collateral Agent a security interest in all of such Grantor's right, title and interest in, to and under the Collateral, including, without limitation, certain Intellectual Property of the Grantor and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each of the Grantor and the Collateral Agent hereby agree as follows:

SECTION 1. <u>Grant of Security</u>. As collateral security for the Obligations, the Grantor hereby grants to the Collateral Agent a security interest in all of such Grantor's right, title and interest in, to and under the following, whether now owned or hereafter acquired, excluding, however, any of the following that is an Excluded Asset:

- (i) All trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (or any successor office) or any similar offices in any State of the United States, and all extensions or renewals thereof, including those listed on Schedule I hereto, (ii) all goodwill associated therewith or symbolized thereby and (iii) all other assets, rights and interests that uniquely reflect or embody such goodwill, but, for clarity, excluding any intent-to-use trademark application prior to the filing and acceptance of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which the grant, attachment or enforcement of a security interest therein would impair the validity or enforceability, or result in the voiding, of such intent-to-use trademark application or any registration issuing therefrom under applicable federal Law and, except to the extent perfected by the filing of a UCC financing statement, any foreign intellectual property.
- SECTION 2. <u>Recordation</u>. The parties hereto authorize and request that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.
- SECTION 3. <u>Counterparts</u>. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of

TRADEMARK REEL: 008425 FRAME: 0626 this Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to any document to be signed in connection with this Amendment and the transactions contemplated hereby shall be deemed to include Electronic Signatures, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity and enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

SECTION 4. <u>Governing Law</u>. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

SECTION 5. <u>Conflict Provision</u>. This Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to those set forth in the Guarantee and Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Trademark Security Agreement are in conflict with the Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Credit Agreement shall govern.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

POTTERS INDUSTRIES, LLC,

as Grantor
By:
Name: Steve Moyer
Title: Executive Vice President and Chief Financial Officer
CDEDIT CHICGE AC CAYMAN ICI ANDC
CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Collateral Agent
By:
Name:
Title:

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Collateral Agent

By: Variation Name: Name

Name: Vipul Dhadda
Title: Authorized Signatory

Ву:

Name: Andrew Senicki Title: Authorized Signatory

# SCHEDULE I

Grantor	Mark	Jurisdiction	Registration No.	Registration Date
Potters Industries, LLC	TZM	United States	5,909,014	November 12, 2019
Potters Industries, LLC	PFM	United States	5,909,015	November 12, 2019

**RECORDED: 04/24/2024** 

TRADEMARK REEL: 008425 FRAME: 0630