

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6788789

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
MUD PIE, LLC	06/25/2021
RECEIVING PARTY DATA	
Name:	TRUIST BANK
Street Address:	245 PEACHTREE CENTER AVENUE, NE, 17TH FLOOR
City:	ATLANTA
State/Country:	GEORGIA
Postal Code:	30303
PROPERTY NUMBERS Total: 12	
Property Type	Number
Patent Number:	D701065
Patent Number:	D700459
Patent Number:	D698690
Patent Number:	D686461
Patent Number:	D682620
Patent Number:	D664818
Patent Number:	D664817
Patent Number:	D664742
Patent Number:	D662793
Patent Number:	D662374
Patent Number:	D646585
Patent Number:	D646584
CORRESPONDENCE DATA	
Fax Number:	(404)522-8409
<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:	4044205527
Email:	rjk@phrd.com
Correspondent Name:	RHONDA J. KENYERI, PARALEGAL
Address Line 1:	303 PEACHTREE STREET, SUITE 3600
Address Line 4:	ATLANTA, GEORGIA 30308

PATENT

NAME OF SUBMITTER:	HARRISON J. ROBERTS
SIGNATURE:	/hjr/
DATE SIGNED:	06/29/2021
Total Attachments: 5 source=06. Patent Security Agreement (Mud Pie)#page1.tif source=06. Patent Security Agreement (Mud Pie)#page2.tif source=06. Patent Security Agreement (Mud Pie)#page3.tif source=06. Patent Security Agreement (Mud Pie)#page4.tif source=06. Patent Security Agreement (Mud Pie)#page5.tif	

Reference is made to the Intercreditor Agreement, dated as of June 25, 2021, among TRUIST BANK, as the Revolving Agent (as defined therein), Goldman Sachs Specialty Lending Group, L.P., as the Term Loan Agent (as defined therein), MUD PIE, LLC, a Delaware limited liability company, JUDD MILLER HOLDING CORPORATION ("**Holdings**"), a Georgia corporation, and the subsidiaries of Holdings named therein (as amended, modified, restated, amended and restated or supplemented from time to time, the "**Intercreditor Agreement**"). Each Person that benefits from the security hereunder, by accepting the benefits of the security provided hereby, (i) consents (or is deemed to consent), to the subordination of Liens provided for in the Intercreditor Agreement, (ii) agrees (or is deemed to agree) that it will be bound by, and will take no actions contrary to, the provisions of the Intercreditor Agreement, (iii) authorizes (or is deemed to authorize) the Revolving Agent on behalf of such Person to enter into, and perform under, the Intercreditor Agreement and (iv) acknowledges (or is deemed to acknowledge) that a copy of the Intercreditor Agreement was delivered, or made available, to such Person.

Notwithstanding any other provision contained herein, this Agreement, the Liens created hereby and the rights, remedies, duties and obligations provided for herein are subject in all respects to the provisions of the Intercreditor Agreement. In the event of any conflict or inconsistency between the provisions of this Agreement and the Intercreditor Agreement, the provisions of the Intercreditor Agreement shall control.

PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT, dated as of June 25, 2021 (this "**Agreement**") by **MUD PIE, LLC**, a Delaware limited liability company ("**Grantor**"), in favor of in favor of **TRUIST BANK**, a North Carolina banking corporation (the "**Lender**").

WITNESSETH:

WHEREAS, reference is made to that certain Revolving Credit Agreement, dated as of June 25, 2021 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), by and among Grantor, as borrower, **JUDD MILLER HOLDING CORPORATION**, a Georgia corporation, and the affiliates of Grantor party thereto from time to time, and Lender;

WHEREAS, Lender is willing to make the Loans and certain financial accommodations as provided for in the Credit Agreement, upon the condition, among others, that Grantor shall have executed and delivered to Lender that certain Guaranty and Security Agreement dated as of June 25, 2021 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "**Security Agreement**");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Lender this Patent 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, Grantor hereby agrees as follows:


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

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Grantor hereby grants to Lender a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "**Patent Collateral**"):
- (a) all of its Patents and all Patent Licenses providing for the grant by or to such Grantor of any right under any Patent, including, without limitation, those referred to on Schedule 1 hereto;
 - (b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and
 - (c) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.
3. SECURITY AGREEMENT. The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to Lender, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.
4. GRANTOR REMAINS LIABLE. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Patents and Patent Licenses subject to a security interest hereunder.
5. COUNTERPARTS. This Patent Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.
6. CONFLICTS. In the event there is any conflict between the terms of this Agreement and the terms of the Security Agreement, the Security Agreement shall control.
7. GOVERNING LAW. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Georgia, without regard to any conflict of laws principles.

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WITNESS the execution hereof under seal as of the date first above written.

MUD PIE, LLC
("Grantor")

By: 
Name: **Marcia R. Miller**
Title: Chief Executive Officer

[Signatures continue on the following page]

Accepted:

TRUIST BANK
("Lender")

By: 
Name: **Ryan Parnell**
Title: Director

Schedule I

Patent Name	Owner	Patent No.	Reg. Date	App. No.	App. Date
Embroidered towel with ornament	Mud Pie, LLC	D701,065	3/18/2014	29439352	12/10/2012
Embroidered towel with bow and hanger string	Mud Pie, LLC	D700,459	3/4/2014	29439353	12/10/2012
Ornament	Mud Pie, LLC	D698,690	2/4/2014	29405199	10/31/2011
Three-section server	Mud Pie, LLC	D686,461	7/23/2013	29437302	11/15/2012
Turkey dip bowl	Mud Pie, LLC	D682,620	5/21/2013	29437299	11/15/2012
Wooden-texture oval cutting board with napkins, spreader, and ribbon and bow	Mud Pie, LLC	D664,818	8/7/2012	29418049	4/11/2012
Translucent bubbled rectangular cutting board with napkins and ribbon and bow	Mud Pie, LLC	D664,817	8/7/2012	29418048	4/11/2012
Ornamental design for a floppy hat with netting under brim and bow, as shown and described	Mud Pie, LLC	D664,742	8/7/2012	29401752	9/14/2011
Wooden-texture oval cutting board with icon, napkins, spreader, and ribbon and bow	Mud Pie, LLC	D662,793	7/3/2012	29405197	10/31/2011
Translucent bubbled rectangular cutting board with icon, napkins, and ribbon and bow	Mud Pie, LLC	D662,374	6/26/2012	29405198	10/31/2011
Combined glassware and display container	Mud Pie, LLC	D646,585	10/11/2011	29314910	5/8/2009
Combined glassware and display container	Mud Pie, LLC	D646,584	10/11/2011	29314908	5/8/2009