

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM474312

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pioneer Square Brands, Inc.		05/15/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	10 S. Dearborn, FL L2, IL1-1145		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	2017080	BRENTHAVEN	
Registration Number:	2087641	BRENTHAVEN	
Registration Number:	3257730	V	
Registration Number:	3509799	ZERO IMPACT	
Registration Number:	4076144	CARRYING TECHNOLOGY FORWARD	
Registration Number:	4401345	BX2	
Registration Number:	4401346	BROADMORE	
Serial Number:	87538232	BRENTHAVEN	
CORRESPONDENCE DATA			
Fax Number:	3128637806		
<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:	3128637198		
Email:	nancy.brougher@goldbergkohn.com		
Correspondent Name:	Nancy Brougher, Paralegal		
Address Line 1:	Goldberg Kohn Ltd.		
Address Line 2:	55 East Monroe, Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	1075.287		
NAME OF SUBMITTER:	Nancy Brougher		

OP \$215.00 2017080

SIGNATURE:	/njb/
DATE SIGNED:	05/16/2018
Total Attachments: 5 source=Pioneer Trademark Security Agreement#page1.tif source=Pioneer Trademark Security Agreement#page2.tif source=Pioneer Trademark Security Agreement#page3.tif source=Pioneer Trademark Security Agreement#page4.tif source=Pioneer Trademark Security Agreement#page5.tif	

This Trademark Security Agreement and the rights and obligations evidenced are subject to the terms and provisions of that certain Intercreditor Agreement dated as of May 15, 2018, as amended, restated, supplemented or otherwise modified from time to time, among JPMorgan Chase Bank, N.A., in its capacity as ABL Representative (as defined therein) for the ABL Secured Parties (as defined therein), Gladstone Investment Corporation, a Delaware corporation, as Term Loan Representative (as defined therein) for the Term Loan Secured Parties (as defined therein), and each of the Loan Parties (as defined therein) party thereto (the "Intercreditor Agreement").

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, restated, supplemented or modified from time to time, the "Trademark Security Agreement"), dated as of May 15, 2018, is by PIONEER SQUARE BRANDS, INC., a Delaware corporation ("Grantor"), in favor of JPMORGAN CHASE BANK, N.A. (the "Lender").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith, by and among the Grantor, Gum Drop Cases, LLC, a California limited liability company (together with the Grantor, collectively the "Borrowers"), the other Loan Parties party thereto from time to time, and the Lender (as the same may be from time to time amended, restated, amended and restated, supplemented or otherwise modified, the "Credit Agreement"), the Lender has agreed to make loans to the Borrowers; and

WHEREAS, in connection with the Credit Agreement, Grantor executed and delivered to the Lender that certain Pledge and Security Agreement dated as of the date hereof (as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, in connection with the Security Agreement, Grantor has agreed to execute and deliver to the Lender 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, 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 or Credit Agreement, as applicable.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to the Lender a continuing first priority (subject to the Intercreditor Agreement) 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 to secure all of the Secured Obligations (collectively, the "Trademark Collateral"): (a) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing, including those registered trademarks referred to on Schedule I hereto; (b) all licenses of the foregoing,

whether as licensee or licensor; (c) all renewals of the foregoing; (d) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (e) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (f) all rights corresponding to any of the foregoing throughout the world.

3. PLEDGE AND SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Lender pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademark 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. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give notice in writing to the Lender with respect to any such new trademarks pursuant to Section 4.7(c) of the Security Agreement. Without limiting Grantor's obligations under this Section 4, Grantor hereby authorizes the Lender unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the continuing security interest of the Lender in all the Trademark Collateral, whether or not listed on Schedule I.

5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

[signature page follows]

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

PIONEER SQUARE BRANDS, INC.,
a Delaware corporation

By: 

Name: F. Scott Armstrong

Title: President

ACCEPTED AND ACKNOWLEDGED BY:

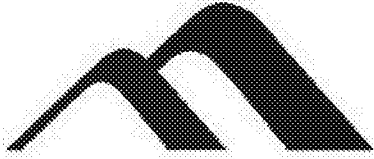
JPMORGAN CHASE BANK, N.A.,
as Lender

By: *Christina Ma*
Name: Christina Ma
Title: Authorized Signee

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARKS

Registrations:

Owner	Title	Registration Number
Pioneer Square Brands, Inc.	BRENTHAVEN	2017080
Pioneer Square Brands, Inc.	BRENTHAVEN	2087641
Pioneer Square Brands, Inc.		3257730
Pioneer Square Brands, Inc.	ZERO IMPACT	3509799
Pioneer Square Brands, Inc.	CARRYING TECHNOLOGY FORWARD	4076144
Pioneer Square Brands, Inc.	BX2	4401345
Pioneer Square Brands, Inc.	BROADMORE	4401346

Applications:

Owner	Title	Application Number
Pioneer Square Brands, Inc.	BRENTHAVEN	87/538232