

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM504345

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MR. BAR-B-Q PRODUCTS LLC		12/21/2018	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Name:	Signature Bank		
Street Address:	1177 Avenue of the Americas		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 49			
Property Type	Number	Word Mark	
Registration Number:	5403625	DUALHEAT	
Registration Number:	5307672	ONEBAIT	
Registration Number:	2252308	CHEF MASTER BY MR. BAR-B-Q	
Registration Number:	4064323	MR. BAR-B-Q ORIGINAL	
Registration Number:	4212629	MR. BAR-B-Q	
Registration Number:	5239091	CROSSFIRE	
Registration Number:	5286790	ELEMENTAL	
Registration Number:	4935752	GRILL SWIPES	
Registration Number:	5091894	RAZOR	
Registration Number:	4961280	BITE-GUARD	
Registration Number:	4946862	AIR FLOW	
Registration Number:	4965131	MR. PIZZA	
Registration Number:	4965130	MR. PIZZA SUPREMO GRILLING ACCESSORIES	
Registration Number:	5209685	CAMO-Q	
Registration Number:	4426643	FLIP & FLAVOR	
Registration Number:	4373501	SPONG	
Registration Number:	4369583	THE SPICE ARM	
Registration Number:	4418166	FINETUNE	
Registration Number:	3249172	E*Z LEGS & WINGS	
TRADEMARK			

OP \$1240.00 5403625

Property Type	Number	Word Mark
Registration Number:	2891400	LESS BITING INSECTS. MORE BACKYARD FUN.
Registration Number:	2905041	WAVEDRAWER
Registration Number:	2914598	VAC & TAC
Registration Number:	3729973	
Registration Number:	3796682	
Registration Number:	3628491	ECO-TECH
Registration Number:	3628490	BACKYARD BASICS
Registration Number:	3781778	VERSIFUEL
Registration Number:	3911456	GRILLBOSS
Registration Number:	3764133	ECO-COVER
Registration Number:	3596421	WHALE OF A BRUSH
Registration Number:	3709699	HAMMERHEAD BRUSH
Registration Number:	3596420	TOUGH BRUSH
Registration Number:	3412119	SMART COOKING
Registration Number:	2952809	UNIFLAME
Registration Number:	2983548	MR. BAR B Q
Registration Number:	2760084	SKEETERVAC
Registration Number:	3136136	CHEF MASTER
Registration Number:	2759584	ENDLESS SUMMER
Registration Number:	3006121	PRESIDENTIAL PRESTIGE
Registration Number:	2802854	DIAMOND PRESTIGE
Registration Number:	2727771	CLASSIC PRESTIGE
Registration Number:	2617154	SILVER PRESTIGE
Registration Number:	2604054	PLATINUM PRESTIGE
Registration Number:	2493024	ENDLESS SUMMER
Registration Number:	0856623	MR. BROOMSTICKS
Registration Number:	3644835	EVERYTHING BUT THE GRILL
Serial Number:	88183559	EVERYTHING FOR THE GRILL
Serial Number:	87692829	COOL TEK
Serial Number:	87006453	GRILLIN' WITHOUT BORDERS

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 800-713-0755

Email: james.murray@wolterskluwer.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

TRADEMARK

REEL: 006516 FRAME: 0553

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER: Robin Riley

SIGNATURE: /Robin Riley/

DATE SIGNED: 01/03/2019

Total Attachments: 11

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement"), dated as of December 21, 2018, is made by MR. BAR-B-Q PRODUCTS LLC, a New York limited liability company ("Grantor") in favor of SIGNATURE BANK ("Lender"), and is being delivered in connection with that certain Loan and Security Agreement, dated of even date herewith (as amended, supplemented and otherwise modified from time to time, the "Loan Agreement"), by and between Grantor and Lender.

WHEREAS, pursuant to the Loan Agreement, the Lender has extended and may extend certain loans and other financial accommodations to Grantor under such financing arrangements;

WHEREAS, as security for Grantor's obligations arising under the Loan Agreement, Grantor has granted to Lender a security interest in, among other property, the intellectual property of the Grantor; and

WHEREAS, Grantor has agreed to execute and deliver this Trademark Security Agreement for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office ("USPTO").

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

1. Defined Terms. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. Grant of Security. Grantor hereby pledges and grants to Lender a security interest in and to all of the right, title and interest of Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "Trademark Collateral"):

(a) the Trademarks and Trademark applications set forth on Schedule 1 hereto and all renewals and extensions thereof and amendments thereto and the goodwill associated therewith and with Grantor's business symbolized by the foregoing or connected therewith (the "Trademarks");

(b) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, dilution, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

Notwithstanding anything contained in this Trademark Security Agreement to the contrary, the term "Trademark Collateral" shall not include any United States intent-to-use trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the USPTO; provided, that, upon such filing and acceptance, such intent-to-use trademark application shall be considered Trademark Collateral.

3. Recordation. Grantor hereby authorizes the commissioner for trademarks and any other government officials to record and register this Trademark Security Agreement upon request by the Lender.

4. Other Documents. This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Lender with respect to the Trademark Collateral are as provided by the Loan Agreement and other Loan Documents and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

5. Special Power of Attorney. Grantor will, concurrently with the execution and delivery of this Trademark Security Agreement, execute and deliver to Lender an original of a Special Power of Attorney, a form of which is annexed hereto as Exhibit A, for, upon and during the continuance of an Event of Default, the implementation of the assignment, sale or other disposition of the Trademark Collateral pursuant to Lender's exercise of the rights and remedies granted to Lender hereunder and under the Loan Agreement, the other Loan Documents, and applicable law.

6. Execution in Counterparts. This Trademark Security 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 to this Trademark Security Agreement by facsimile or in electronic format (*i.e.*, "pdf" or "tif") shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

7. Successors and Assigns. This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

8. Governing Law. This Trademark Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

9. Disputes. All claims, disputes and controversies between Grantor and Lender, whether in tort, contract or otherwise, arising out of or relating in any way to this Trademark Security Agreement, shall be governed by the dispute resolution provisions set forth in the Loan Agreement, and such provisions are incorporated herein by this reference, *mutatis mutandis*.

[Signature Page Follows]

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

MR. BAR-B-Q PRODUCTS LLC, as Grantor

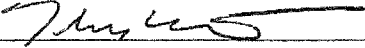
By: 

Name: Tracy Baran

Title: Manager

AGREED TO AND ACCEPTED:

SIGNATURE BANK, as Lender

By: 

Name: *Thomas Morante*

Title: *Vice President*

SCHEDULE 1
TRADEMARKS AND TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Owner</u>	<u>Status in Trademark Office</u>	<u>Federal Registration No.</u>	<u>Registration Date</u>
DUALHEAT	MR. BAR-B-Q PRODUCTS LLC	Registered	5403625	February 13, 2018
ONEBAIT	MR. BAR-B-Q PRODUCTS LLC	Registered	5307672	October 10, 2017
CHEF MASTER BY MR. BAR-B-Q	MR. BAR-B-Q PRODUCTS LLC	Registered	2252308	Jun. 15, 1999
MR. BAR-B-Q ORIGINAL	MR. BAR-B-Q PRODUCTS LLC	Registered	4064323	Nov. 29, 2011
MR. BAR-B-Q	MR. BAR-B-Q PRODUCTS LLC	Registered	4212629	Sep. 25, 2012
CROSSFIRE	MR. BAR-B-Q PRODUCTS LLC	Registered	5239091	July 11, 2017
ELEMENTAL	MR. BAR-B-Q PRODUCTS LLC	Registered	5286790	September 12, 2017
GRILL SWIPES	MR. BAR-B-Q PRODUCTS LLC	Registered	4935752	April 12, 2016
RAZOR	MR. BAR-B-Q PRODUCTS LLC	Registered	5091894	November 29, 2016
BITE-GUARD	MR. BAR-B-Q PRODUCTS LLC	Registered	4961280	May 17, 2016
AIR FLOW	MR. BAR-B-Q PRODUCTS LLC	Registered	4946862	April 26, 2016
MR. PIZZA	MR. BAR-B-Q PRODUCTS LLC	Registered	4965131	May 24, 2016
MR. PIZZA SUPREMO GRILLING	MR. BAR-B-Q PRODUCTS LLC	Registered	4965130	May 24, 2016

<u>Trademark</u>	<u>Owner</u>	<u>Status in Trademark Office</u>	<u>Federal Registration No.</u>	<u>Registration Date</u>
ACCESSORIES	LLC			
CAMO-Q	MR. BAR-B-Q PRODUCTS LLC	Registered	5209685	May 23, 2017
FLIP & FLAVOR	MR. BAR-B-Q PRODUCTS LLC	Registered	4426643	October 29, 2013
SPONG	MR. BAR-B-Q PRODUCTS LLC	Registered	4373501	July 23, 2013
THE SPICE ARM	MR. BAR-B-Q PRODUCTS LLC	Registered	4369583	July 16, 2013
FINETUNE	MR. BAR-B-Q PRODUCTS LLC	Registered	4418166	October 15, 2013
E*Z LEGS & WINGS	MR. BAR-B-Q PRODUCTS LLC	Registered	3249172	June 5, 2007
LESS BITING INSECTS. MORE BACKYARD FUN.	MR. BAR-B-Q PRODUCTS LLC	Registered	2891400	October 5, 2004
WAVEDRAWER	MR. BAR-B-Q PRODUCTS LLC	Registered	2905041	November 23, 2004
VAC & TAC	MR. BAR-B-Q PRODUCTS LLC	Registered	2914598	December 28, 2004
DESIGN	MR. BAR-B-Q PRODUCTS LLC	Registered	3729973	December 22, 2009
DESIGN	MR. BAR-B-Q PRODUCTS LLC	Registered	3796682	June 1, 2010
ECO-TECH	MR. BAR-B-Q PRODUCTS LLC	Registered	3628491	May 26, 2009
BACKYARD BASICS	MR. BAR-B-Q PRODUCTS LLC	Registered	3628490	May 26, 2009
VERSIFUEL	MR. BAR-B-Q PRODUCTS	Registered	3781778	April 27, 2010

<u>Trademark</u>	<u>Owner</u>	<u>Status in Trademark Office</u>	<u>Federal Registration No.</u>	<u>Registration Date</u>
	LLC			
GRILLBOSS	MR. BAR-B-Q PRODUCTS LLC	Registered	3911456	January 25, 2011
ECO-COVER	MR. BAR-B-Q PRODUCTS LLC	Registered	3764133	March 23, 2010
WHALE OF A BRUSH	MR. BAR-B-Q PRODUCTS LLC	Registered	3596421	March 29, 2009
HAMMERHEAD BRUSH	MR. BAR-B-Q PRODUCTS LLC	Registered	3709699	November 10, 2009
TOUGH BRUSH	MR. BAR-B-Q PRODUCTS LLC	Registered	3596420	March 24, 2009
SMART COOKING	MR. BAR-B-Q PRODUCTS LLC	Registered	3412119	April 15, 2008
UNIFLAME	MR. BAR-B-Q PRODUCTS LLC	Registered	2952809	May 17, 2005
Mr. BAR B Q	MR. BAR-B-Q PRODUCTS LLC	Registered	2983548	August 9, 2005
SKEETERVAC	MR. BAR-B-Q PRODUCTS LLC	Registered	2760084	September 2, 2003
CHEF MASTER	MR. BAR-B-Q PRODUCTS LLC	Registered	3136136	August 29, 2006
ENDLESS SUMMER	MR. BAR-B-Q PRODUCTS LLC	Registered	2759584	September 2, 2003
PRESIDENTIAL PRESTIGE	MR. BAR-B-Q PRODUCTS	Registered	3006121	October 11, 2005
DIAMOND PRESTIGE	MR. BAR-B-Q PRODUCTS LLC	Registered	2802854	January 6, 2004
CLASSIC PRESTIGE	MR. BAR-B-Q PRODUCTS LLC	Registered	2727771	June 17, 2003

Schedule 1
Trademark Security Agreement (Mr. Bar-B-Q)

TRADEMARK
REEL: 006516 FRAME: 0561

<u>Trademark</u>	<u>Owner</u>	<u>Status in Trademark Office</u>	<u>Federal Registration No.</u>	<u>Registration Date</u>
SILVER PRESTIGE	MR. BAR-B-Q PRODUCTS LLC	Registered	2617154	September 10, 2002
PLATINUM PRESTIGE	MR. BAR-B-Q PRODUCTS LLC	Registered	2604054	August 6, 2002
ENDLESS SUMMER	MR. BAR-B-Q PRODUCTS LLC	Registered	2493024	September 25, 2001
CHEF MASTER BY MR. BAR-B-Q	MR. BAR-B-Q PRODUCTS LLC	Registered	2252308	June 15, 1999
MR. BAR B Q	MR. BAR-B-Q PRODUCTS LLC	Registered	0856623	March 31, 1998
EVERYTHING BUT THE GRILL	MR. BAR-B-Q PRODUCTS LLC	Registered	3644835	June 23, 2009
EVERYTHING FOR THE GRILL	MR. BAR-B-Q PRODUCTS LLC	Application	88183559	November 6, 2018
COOL TEK	MR. BAR-B-Q PRODUCTS LLC	Application	87692829	April 4, 2018
GRILLIN' WITHOUT BORDERS	MR. BAR-B-Q PRODUCTS LLC	Application	87006453	April 19, 2016

EXHIBIT A
SPECIAL POWER OF ATTORNEY – TRADEMARKS

KNOW ALL MEN BY THESE PRESENTS, that MR. BAR-B-Q PRODUCTS LLC, a New York limited liability company ("Grantor") hereby appoints SIGNATURE BANK ("Lender") and each officer thereof, upon and during the continuance of an Event of Default, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts to the extent permitted under the Loan Agreement or other Loan Documents upon and during the continuance of an Event of Default (as such terms are defined in the Loan Agreement):

1. Execution and delivery of any and all agreements, documents, instruments of assignment, or other papers which Lender, in its sole discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of Grantor in and to the Trademark Collateral (as such term is defined in that certain Trademark Security Agreement, dated of even date herewith, by and among Grantor and Lender (the "Trademark Security Agreement")), or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the Trademark Security Agreement.

2. Execution and delivery of any and all documents, statements, certificates or other papers which Lender, in its reasonable discretion, deems necessary or advisable to further the purposes described in paragraph 1 hereof.

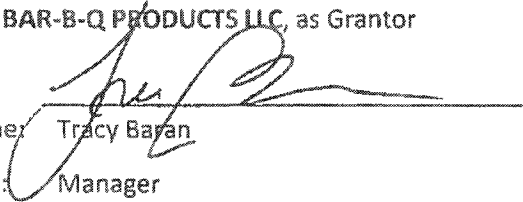
This Special Power of Attorney, being a power coupled with an interest, is made pursuant to a Trademark Security Agreement and may not be revoked until full payment of the Obligations, as such term is defined in the Loan Agreement.

Dated as of December 21, 2018.

[Signature Page Follows]

MR. BAR-B-Q PRODUCTS LLC, as Grantor

By:

A handwritten signature in black ink, appearing to read 'Tracy Baran', is written over a horizontal line.

Name: Tracy Baran

Title: Manager

Signature Page

Special Power of Attorney – Trademark Security Agreement (Mr. Bar-B-Q)