

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM610070

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Duke Cannon Supply Company LLC		11/20/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Alter Domus (US) LLC, as Collateral Agent		
Street Address:	225 W. Washington Street, 9th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 34			
Property Type	Number	Word Mark	
Registration Number:	6117569	DUKE CANNON SUPPLY CO.	
Registration Number:	6114238	NEWS ANCHOR QUICK FIX	
Registration Number:	6112850	BIG ASS LUMP OF COAL	
Registration Number:	6065573	PROPER COLOGNE	
Registration Number:	6060001	QUICK BUFF	
Registration Number:	6054574	COAL MINER	
Registration Number:	6051070	DUKE CANNON	
Registration Number:	6035317	CRANK THE COLD	
Registration Number:	6035183	HURRICANE HOLD	
Registration Number:	6035182	SERIOUS FLOW	
Registration Number:	5968481	SHAMPOO PUCK	
Registration Number:	5912635	D STOCK NO. 005	
Registration Number:	5854258	CANNON BALM	
Registration Number:	5788695	TRENCH WARFARE	
Registration Number:	5770958	GRUNT FOOT & BOOT POWDER	
Registration Number:	5770957	DRY ICE BODY POWDER	
Registration Number:	5711735	THICK	
Registration Number:	5687310	TACTICAL SCRUBBER	
Registration Number:	5662856	YOUR HAIR IS A WEAPON	
TRADEMARK			

OP \$865.00 6117569

Property Type	Number	Word Mark
Registration Number:	5582531	HOT SHAVE
Registration Number:	5503170	STANDARD ISSUE
Registration Number:	5503167	OFFENSIVELY LARGE
Registration Number:	5454884	NEWS ANCHOR
Registration Number:	5397304	DUKE CANNON SUPPLY CO.
Registration Number:	5357626	"BIG ASS BRICK OF SOAP"
Registration Number:	5254403	BIG AMERICAN BRICK OF SOAP
Registration Number:	5226436	NOT FOR CLOWNS
Registration Number:	5188428	COLD SHOWER
Registration Number:	5150446	BLOODY KNUCKLES
Registration Number:	5078161	DUKE CANNON SUPPLY CO.
Serial Number:	90154170	BEST DAMN BEARD WASH
Serial Number:	90154169	BEST DAMN BEARD OIL
Serial Number:	90154168	BEST DAMN BEARD BALM
Serial Number:	88406927	WORK HARDER. SMELL BETTER.

CORRESPONDENCE DATA

Fax Number: 7043311159

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: 7043311000

Email: PTO_TMconfirmation@mvalaw.com, christinaquinn@mvalaw.com

Correspondent Name: Moore & Van Allen PLLC

Address Line 1: 100 North Tryon Street

Address Line 2: Suite 4700

Address Line 4: Charlotte, NORTH CAROLINA 28202-4003

ATTORNEY DOCKET NUMBER:	043732.000057
NAME OF SUBMITTER:	John Slaughter
SIGNATURE:	/john slaughter/
DATE SIGNED:	11/20/2020

Total Attachments: 5
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source=TSA from Duke Cannon Supply Company LLC to Alter Domus (US) LLC, as Collateral Agent#page3.tif
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of November 20, 2020, is made by DUKE CANNON SUPPLY COMPANY LLC, a Delaware limited liability company (the “Grantor”), in favor of ALTER DOMUS (US) LLC (“Alter Domus”), as collateral agent (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of the date hereof (as the same may be amended, restated, supplemented and/or modified from time to time, the “Credit Agreement”), by and among the Borrowers, Holdings, the other Loan Parties (each as defined in the Credit Agreement), the Lenders from time to time party thereto, PineBridge Private Credit Agent LLC, as administrative agent, and the Collateral Agent, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Collateral Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrowers; and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and Collateral Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, the Grantor hereby agrees with Collateral Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the timely and complete payment or performance, as the case may be, when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby pledges and grants to Collateral Agent for the benefit of the Secured Parties, a Lien and security interest in, all of its right, title and interest in, to and under all of its Trademarks, including, but without limitation, those referred to on Schedule I hereto (the “Trademark Collateral”).

Notwithstanding the foregoing or anything else contained herein to the contrary, “Trademark Collateral” shall not include any United States “intent-to-use” trademark application, unless and until a statement of use or amendment to allege use is filed with and accepted by the United States Patent and Trademark Office or any other filing is made or circumstances otherwise change so that the interests of a Grantor in such trademarks is no longer on an “intent-to-use” basis,

at which time the Trademark applications shall automatically be subject to the security interest granted herein, but such “intent-to-use” trademark applications are only excluded to the extent that, and solely during the period if any in which, the grant of a security interest therein would impair the validity or enforceability of such “intent-to-use” trademark applications (or the resulting trademark registrations).

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Collateral Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Counterparts. This Trademark 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. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission or by Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.

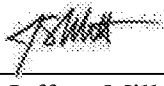
Section 5. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the 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.


GRANTOR:

DUKE CANNON SUPPLY COMPANY LLC,
a Delaware limited liability company

By:  _____
Name: Jeffrey Mills
Title: Vice President & Assistant Secretary

ACCEPTED AND AGREED
as of the date first above written:

ALTER DOMUS (US) LLC,
as Collateral Agent

By: 
Name: Matthew Trybula
Title: Associate Counsel

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007112 FRAME: 0433

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

**Duke Cannon Supply Company LLC
(Delaware Limited Liability Company)**

U.S. Trademarks

Trademark Registrations

Mark	Reg. No.	Reg. Date
DUKE CANNON SUPPLY CO.	6117569	08/04/2020
NEWS ANCHOR QUICK FIX	6114238	07/28/2020
BIG ASS LUMP OF COAL	6112850	07/28/2020
PROPER COLOGNE	6065573	05/26/2020
QUICK BUFF	6060001	05/19/2020
COAL MINER	6054574	05/12/2020
DUKE CANNON	6051070	05/12/2020
CRANK THE COLD	6035317	04/14/2020
HURRICANE HOLD	6035183	04/14/2020
SERIOUS FLOW	6035182	04/14/2020
SHAMPOO PUCK	5968481	01/21/2020
D STOCK NO. 005 and Design	5912635	11/19/2019
CANNON BALM	5854258	09/10/2019
TRENCH WARFARE	5788695	06/25/2019
GRUNT FOOT & BOOT POWDER	5770958	06/04/2019
DRY ICE BODY POWDER	5770957	06/04/2019
THICK	5711735	03/26/2019
TACTICAL SCRUBBER	5687310	02/26/2019
YOUR HAIR IS A WEAPON	5662856	01/22/2019
HOT SHAVE	5582531	10/09/2018
STANDARD ISSUE	5503170	06/26/2018
OFFENSIVELY LARGE	5503167	06/26/2018
NEWS ANCHOR	5454884	04/24/2018
DUKE CANNON SUPPLY CO.	5397304	02/06/2018
“BIG ASS BRICK OF SOAP”	5357626	12/19/2017
BIG AMERICAN BRICK OF SOAP	5254403	08/01/2017
NOT FOR CLOWNS	5226436	06/20/2017
COLD SHOWER	5188428	04/18/2017
BLOODY KNUCKLES	5150446	02/28/2017
DUKE CANNON SUPPLY CO.	5078161	11/08/2016

Trademark Applications

Mark	Appl. No.	Filing Date
BEST DAMN BEARD WASH	90154170	09/02/2020
BEST DAMN BEARD OIL	90154169	09/02/2020
BEST DAMN BEARD BALM	90154168	09/02/2020
WORK HARDER. SMELL BETTER.	88406927	04/29/2019