

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM622316

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MHW, LTD.		12/08/2020	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	CITY NATIONAL BANK OF FLORIDA		
Street Address:	100 S.E. 2nd Street		
Internal Address:	13th Floor		
City:	Miami		
State/Country:	FLORIDA		
Postal Code:	33131		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2124259	CELTIC CROSSING	
Registration Number:	4688086	MHW LTD THE GATEWAY TO GROWTH	
CORRESPONDENCE DATA			
Fax Number:	9547669937		
<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:	9547669930		
Email:	dh@angelolaw.com		
Correspondent Name:	Thomas P. Angelo, Esq.		
Address Line 1:	515 East Las Olas Boulevard		
Address Line 2:	Suite 850		
Address Line 4:	Fort Lauderdale, FLORIDA 33301		
NAME OF SUBMITTER:	Thomas P. Angelo, Esq.		
SIGNATURE:	/tpa/		
DATE SIGNED:	01/26/2021		
Total Attachments: 3			
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OP \$65.00 2124259

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of December 8, 2020 by MHW, LTD., a New York corporation (the "Grantor"), in favor of CITY NATIONAL BANK OF FLORIDA (the "Lender").

RECITALS

A. BRAND AGNOSTIC SERVICES LLC, a Delaware limited liability company d/b/a MHW (the "Borrower") has entered into that certain Loan and Security Agreement dated as of even date herewith (as may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") with the Lender, pursuant to which the Lender has agreed to make a loan to Borrower.

B. As additional security for the loan to Borrower, Grantor has executed and delivered to Lender that certain Guaranty of Payment and Performance dated as of even date herewith (as may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty").

C. In connection therewith Grantor and Lender are entering into this Agreement to secure the Guaranteed Obligations (as defined in the Guaranty).

In consideration of the mutual agreements set forth herein and in the Loan Agreement, the Grantor does hereby grant to the Lender, a continuing 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:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 attached hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 attached hereto, together with all goodwill associated therewith;
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 attached hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 attached hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral");

The 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 Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Loan Agreement.

[signature page follows]

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

Owner	Mark	Jurisdiction	Registration Number	Registration Date
MHW, LTD.	CELTIC CROSSING	U.S.	2124259	December 23, 1997
MHW, LTD.	MHW LTD THE GATEWAY TO GROWTH	U.S.	4688086	February 27, 2015