

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM661595

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bonita Marie International, Inc.		07/09/2021	Corporation: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Fifth Third Bank, National Association		
Street Address:	6111 N. River Road		
City:	Rosemont		
State/Country:	ILLINOIS		
Postal Code:	60018		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4974764	AMRS	
Serial Number:	87064245	PRIZECHECK	
Registration Number:	5615637	BMI MERCHANDISE	
Registration Number:	5615638	BMI MERCHANDISE	
Registration Number:	5615639	MOVING FUN FORWARD	
Serial Number:	88939450	PRIZECHECK	
CORRESPONDENCE DATA			
Fax Number:	2029068669		
<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:	202.906.8618		
Email:	tm@dykema.com		
Correspondent Name:	Eric T. Fingerhut		
Address Line 1:	1301 K Street, N.W., Suite 1100 West		
Address Line 4:	Washington, D.C. 20005		
NAME OF SUBMITTER:	Eric T. Fingerhut		
SIGNATURE:	/eric t. fingerhut/		
DATE SIGNED:	07/21/2021		
Total Attachments: 5			

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "**Trademark Security Agreement**"), dated as of July 9, 2021, is made by and among Bonita Marie International, Inc., a New Jersey corporation ("**BMI**"), BMI Merchandise, Inc., a New Jersey corporation ("**BMIM**"), and together with BMI, individually and collectively, "**Borrower**", and BMI Group Holdings, Inc., a Delaware corporation ("**Guarantor**", and together with Borrower, individually and collectively, "**Grantor**"), and Fifth Third Bank, National Association (the "**Secured Party**").

Borrower and Secured Party have entered into, among other things, that certain Credit and Security Agreement dated as of even date herewith (as amended, restated, modified or supplemented and in effect from time to time, the "**Credit Agreement**"), and Guarantor and Secured Party have entered into, among other things, that certain Guarantor Security Agreement dated as of even date herewith (as amended, restated, modified or supplemented and in effect from time to time, the "**Security Agreement**").

Under the terms of the Credit Agreement and the Security Agreement, Grantor (and each one of them) has granted to Secured Party a security interest in, among other property, certain intellectual property of Grantor, and 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.

Grantor and Secured Party therefore agree as follows:

1. **Grant of Security.** Grantor (and each one of them) hereby grants to Secured Party 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 trademark registrations, trademark applications, and trademark licenses set forth in **Schedule 1** hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the "**Trademarks**"), excluding only United States intent-to-use trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(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, 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.

For avoidance of doubt, Trademark Collateral expressly excludes any Excluded Collateral (as such term is defined in the Credit Agreement).

2. **Recordation.** Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon Secured Party's request.

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

4. **Interpretative Provisions.** The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms. Whenever the context so requires, the neuter gender includes the masculine and feminine, the single number includes the plural, and vice versa, and in particular the word "Grantor" shall be so construed.

5. **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 (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

6. **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.

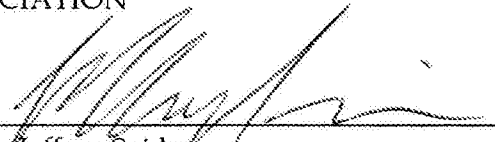
7. **Governing Law.** This Trademark Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the State of Illinois.

[signature page to follow]

Grantor and Secured Party have executed this Trademark Security Agreement as of the date set forth in the introductory paragraph.

SECURED PARTY:

FIFTH THIRD BANK, NATIONAL
ASSOCIATION

By: 
Name: Jeffrey Seiden
Title: Senior Vice President

GRANTOR:

BONITA MARIE INTERNATIONAL, INC.

By: _____
Name: Kyle Madden
Title: Vice President

BMI MERCHANDISE, INC.

By: _____
Name: Kyle Madden
Title: Vice President

BMI GROUP HOLDINGS, INC.

By: _____
Name: Kyle Madden
Title: Vice President

Grantor and Secured Party have executed this Trademark Security Agreement as of the date set forth in the introductory paragraph.

SECURED PARTY:

FIFTH THIRD BANK, NATIONAL
ASSOCIATION

By: _____
Name: Jeffrey Seiden
Title: Senior Vice President

GRANTOR:

BONITA MARIE INTERNATIONAL, INC.

By: _____
Name: Kyle Madden
Title: Vice President

BMI MERCHANDISE, INC.


By: _____
Name: Kyle Madden
Title: Vice President

BMI GROUP HOLDINGS, INC.

By: _____
Name: Kyle Madden
Title: Vice President

SCHEDULE 1

TRADEMARK REGISTRATIONS, APPLICATIONS, AND LICENSES

Trademark	Registration #/ (Application #)	Issue Date (File Date)	Owner
"AMRS"	4,974,764	6/7/2016	Bonita Marie International, Inc.
"PRIZECHECK"	(87/064,245)	(6/8/2016)	Bonita Marie International, Inc.
"BMI MERCHANDISE"	5,615,637	11/27/2018	Bonita Marie International, Inc.
	5,615,638	11/27/2018	Bonita Marie International, Inc.
"MOVING FUN FORWARD"	5,615,639	11/27/2018	Bonita Marie International, Inc.
PRIZECHECK	(SN: 88939450)	(5/29/2020)	Bonita Marie International, Inc.