

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM681785

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DUKE CANNON SUPPLY COMPANY LLC		10/15/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	ALTER DOMUS (US) LLC, as Collateral Agent		
Street Address:	225 W. Washington Street		
Internal Address:	9th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	6468895	PUMPKIN SPICE LATTE	
Serial Number:	90814813	STEEL TOE	
Serial Number:	90546228	SUPERIOR GRADE	
Serial Number:	90380115	THICK IN A BOX	
Serial Number:	90336900	SHAMROCK THICK	
CORRESPONDENCE DATA			
Fax Number:	7043311159		
<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:	7043311000		
Email:	PTO_TMconfirmation@mvalaw.com, maryelizabethzaldivar@mvalaw.com		
Correspondent Name:	Moore & Van Allen PLLC		
Address Line 1:	100 North Tryon Street		
Address Line 2:	Suite 4700, ATTN: IP DEPARTMENT		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	043732.000057		
NAME OF SUBMITTER:	John Slaughter		

OP \$140.00 6468895

SIGNATURE:	/john slaughter/
DATE SIGNED:	10/18/2021
Total Attachments: 5 source=TSA - Duke Cannon Supply Company LLC to Alter Domus (US) LLC, as Collateral Agent#page1.tif source=TSA - Duke Cannon Supply Company LLC to Alter Domus (US) LLC, as Collateral Agent#page2.tif source=TSA - Duke Cannon Supply Company LLC to Alter Domus (US) LLC, as Collateral Agent#page3.tif source=TSA - Duke Cannon Supply Company LLC to Alter Domus (US) LLC, as Collateral Agent#page4.tif source=TSA - Duke Cannon Supply Company LLC to Alter Domus (US) LLC, as Collateral Agent#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 15, 2021, 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 that certain Credit Agreement, dated as of November 20, 2020 (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, dated as of November 20, 2020, in favor of Collateral Agent (as 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.

DUKE CANNON SUPPLY COMPANY LLC,
as Grantor

By: 

Name: Jeffrey Mills
Title: Vice President

ACCEPTED AND AGREED
as of the date first above written:

ALTER DOMUS (US) LLC,
as Collateral Agent

By: _____

Name:
Title:

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.

DUKE CANNON SUPPLY COMPANY
LLC, as Grantor

By: _____

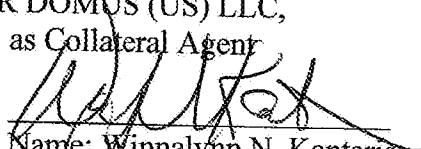
Name:

Title:

ACCEPTED AND AGREED
as of the date first above written:

ALTER DOMUS (US) LLC,
as Collateral Agent

By:


Name: Winnalynn N. Kantaris
Title: Associate General Counsel

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 007457 FRAME: 0467

**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
PUMPKIN SPICE LATTE	6468895	08/31/2021

Trademark Applications

Mark	Appl. No.	Filing Date
STEEL TOE	90814813	07/07/2021
SUPERIOR GRADE	90546228	02/25/2021
THICK IN A BOX	90380115	12/14/2020
SHAMROCK THICK	90336900	11/23/2020