

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM699045

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
American Blue Ribbon Holdings, LLC		12/31/2021	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Fifth Third Bank, National Association, as Administrative Agent		
<b>Street Address:</b>	38 Fountain Square Plaza		
<b>Internal Address:</b>	MD 109047		
<b>City:</b>	Cincinnati		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	45263		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3345350	A PASSION TO SERVE	
<b>Registration Number:</b>	4436633	PASSION TO SERVE	
<b>Registration Number:</b>	4436632	AMERICAN BLUE RIBBON HOLDINGS	
<b>Registration Number:</b>	4428962		
<b>Registration Number:</b>	4436631		
<b>Registration Number:</b>	5137810	AMERICAN BLUE RIBBON HOLDINGS PASSION TO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	212.940.6562		
<b>Email:</b>	joanne.arnold@katten.com		
<b>Correspondent Name:</b>	Joanne BL Arnold		
<b>Address Line 1:</b>	Katten		
<b>Address Line 2:</b>	575 Madison Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10022-2585		
<b>NAME OF SUBMITTER:</b>	Joanne BL Arnold		
<b>SIGNATURE:</b>	/Joanne BL Arnold/		

CH \$165.00 3345350

<b>DATE SIGNED:</b>	12/31/2021
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**Total Attachments: 5**  
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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 31, 2021, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of Fifth Third Bank, National Association (“Fifth Third”), as administrative agent and collateral agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Lenders and the other Secured Parties (as defined in the Credit Agreement referred to below).

### WITNESSETH:

WHEREAS, pursuant to the Amended and Restated Credit Agreement, dated as of December 31, 2021 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrowers, the other Loan Parties party thereto, the Lenders from time to time party thereto and Fifth Third, as Administrative Agent for the Lenders and the other Secured Parties, 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, each Grantor (other than the Borrowers) has agreed, pursuant to a Guaranty and Security Agreement dated as of December 21, 2018 in favor of the Administrative Agent (as amended by that certain Amendment and Joinder Agreement dated as of the date hereof, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrowers; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Administrative 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. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

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 the Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative 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. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. 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.


Section 6. 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, each 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.

Very truly yours,

**AMERICAN BLUE RIBBON HOLDINGS, LLC**  
as Grantor

By:   
Kurt J. Schnaubelt, Chief Financial Officer

ACCEPTED AND AGREED  
as of the date first above written:

**FIFTH THIRD BANK, NATIONAL ASSOCIATION,**  
as Administrative Agent

By: \_\_\_\_\_

Name: John A. Marian

Title: SVP

*Signature Page to Trademark Security Agreement*

Classification: Internal Use




**TRADEMARK**

**REEL: 007547 FRAME: 0098**

Schedule I  
to  
Trademark Security Agreement

Trademark Registrations

A. REGISTERED TRADEMARKS

Mark	App. Date	Reg. No.	Reg. Date	Owner
A PASSION TO SERVE	6/27/05	3345350	11/27/07	American Blue Ribbon Holdings, LLC
PASSION TO SERVE	6/3/13	4436633	11/19/13	American Blue Ribbon Holdings, LLC
AMERICAN BLUE RIBBON HOLDINGS	6/3/13	4436632	11/19/13	American Blue Ribbon Holdings, LLC
	6/3/13	4428962	11/5/13	American Blue Ribbon Holdings, LLC
	6/3/13	4436631	11/19/13	American Blue Ribbon Holdings, LLC
	6/3/13	5137810	2/7/17	American Blue Ribbon Holdings, LLC

B. TRADEMARK APPLICATIONS

None.

C. IP LICENSES

None.