

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM704363

<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>
Jensen Stone Acquisition Company, L.L.C.		12/28/2021	Limited Liability Company: LOUISIANA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of America, N.A.		
<b>Street Address:</b>	3455 Peachtree Road NE		
<b>Internal Address:</b>	12th Floor, Mail Code: GA7-024-12-05		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30326		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5046879	DISTINCTIVE BY NATURE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4045228409		
<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>	404-523-5300		
<b>Email:</b>	sls@phrd.com		
<b>Correspondent Name:</b>	Steve Schaaf		
<b>Address Line 1:</b>	303 Peachtree Street, Suite 3600		
<b>Address Line 2:</b>	Parker, Hudson, Rainer & Dobbs LLP		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30308		
<b>ATTORNEY DOCKET NUMBER:</b>	2689.163		
<b>NAME OF SUBMITTER:</b>	Harrison J. Roberts		
<b>SIGNATURE:</b>	/HJR/		
<b>DATE SIGNED:</b>	01/24/2022		
<b>Total Attachments: 5</b>			
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December 28, 2021

Bank of America, N.A.  
3455 Peachtree Road NE, 12<sup>th</sup> Floor  
Mailcode GA7-024-12-05  
Atlanta, GA 30326

Ladies and Gentlemen:

Reference is made to that certain Trademark Security Agreement dated December 18, 2019, by and between **JENSEN STONE ACQUISITION COMPANY, L.L.C.**, a Louisiana limited liability company ("Company"), and **BANK OF AMERICA, N.A.**, a national banking association in its capacity as agent (together with its successors in such capacity, "Agent") for Lenders (as hereinafter defined), as recorded in the United States Patent and Trademark Office ("USPTO") on December 18, 2019, at Reel/Frame number 6819/0280 (the "Trademark Security Agreement"). All capitalized terms used in this letter agreement, unless otherwise defined herein, shall have the meanings ascribed to such terms in that certain Loan and Security Agreement dated as of December 18, 2019 (as at any time amended, restated, supplemented or otherwise modified, the "Loan Agreement") among Company, certain of Company's affiliates, Agent, and the various financial institutions party thereto from time to time as lenders (collectively, "Lenders").

Pursuant to Section 7 of the Trademark Security Agreement, Company is obligated to give prompt notice to Agent whenever Company obtains rights to any new trademarks or becomes entitled to the benefit of any trademark application or trademark or any renewal of any trademark.

Company acknowledges that it has obtained rights to the Trademarks (as defined below) listed on the attached Exhibit A-1. Agent and Company agree to amend the Trademark Security Agreement to include the Trademarks listed on Exhibit A-1 as provided below.

Exhibit A to the Trademark Security Agreement is hereby amended by adding to the list of Trademarks thereon those Trademarks listed on Exhibit A-1 attached hereto. Agent is hereby authorized to attach a copy of Exhibit A-1 to the Trademark Security Agreement as a supplement to Exhibit A thereto and to file a copy of the Trademark Security Agreement, as so supplemented, and/or of this letter agreement, with the USPTO at Company's expense.

To secure the prompt payment and performance to Agent of all of the Obligations, Company hereby grants and regrants to Agent, for the benefit of Lenders, a continuing security interest in and lien upon all of Company's right, title and interest in, to and under the following property, in each case whether now existing or hereafter acquired or arising and wherever the same may be located (the "Additional Trademark Collateral"):

(a) all trademarks, trademark registrations, trade names, trademark applications, including, without limitation, the trademarks and applications listed on Exhibit A-1 attached hereto and made a part hereof, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements or dilution thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trademark registrations, trade names, trademark applications, service marks and service mark applications, together with the items described in clauses (i)-(iv), are collectively referred to herein as the "Trademarks");

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**TRADEMARK**  
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(b) the goodwill of Company's business connected with and symbolized by each Trademark; and

(c) all proceeds of the foregoing.

Company hereby covenants and warrants to Agent:

(i) Each of the Trademarks is subsisting and has not been adjudged invalid or unenforceable;

(ii) This letter agreement will create a legal and valid Lien upon and security interest in the Additional Trademark Collateral, enforceable against Company in accordance with its terms;

(iii) No claim has been made that the use of any of the Trademarks does or may violate the rights of any Person;

(iv) Company has the unqualified right to enter into this Agreement and perform its terms;

(e) Each of the Trademarks is valid and enforceable; and

(f) Company is the sole and exclusive owner of the entire right, title and interest in and to all of the Additional Trademark Collateral, free and clear of any Liens, charges and encumbrances (except (i) licenses granted in accordance with those master strategic alliance and license agreements set forth on Exhibit B to the Trademark Security Agreement and (ii) licenses permitted pursuant to paragraph 6 of the Trademark Security Agreement), including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by Company not to sue third Persons (as defined in the Loan Agreement), except Permitted Liens (as defined in the Loan Agreement).

Company agrees to take such further actions as Agent shall request from time to time in connection herewith to evidence or give effect to the agreements and amendments set forth herein or any of the transactions contemplated hereby.


This letter agreement shall be effective upon execution by Company and acceptance by Agent (notice of which acceptance is hereby waived), whereupon the same shall be governed by and construed in accordance with the internal laws of the State of New York, without reference to the conflicts or choice of law principles thereof (except for Sections 5-1401 and 5-1402 of the New York General Obligations Law). This letter agreement may be executed in any number of counterparts and by different parties to this letter agreement on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any signature delivered by a party by facsimile transmission shall be deemed to be an original signature hereto.

[Remainder of page intentionally left blank;  
signatures begin on following page.]

If the terms of this letter agreement are acceptable to Agent, please evidence its agreement by executing the enclosed copy of this letter.

Very truly yours,

**JENSEN STONE ACQUISITION  
COMPANY, L.L.C.**  
("Company")

By:  \_\_\_\_\_  
Name: Katie Jensen  
Title: Authorized Officer

[Signatures continue on following page.]

Accepted and agreed to:

**BANK OF AMERICA, N.A., as Agent**

By: 

Name: Todd Tarrance

Title: Senior Vice President

Amendment to Trademark Security Agreement -- 2021 (Jensen Stone)

**TRADEMARK**  
**REEL: 007566 FRAME: 0856**

**EXHIBIT A-1**

**UNITED STATES FEDERAL TRADEMARK APPLICATIONS**

None

**UNITED STATES FEDERAL TRADEMARK REGISTRATIONS**

<u>TRADEMARK NAME</u>	<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>
DISTINCTIVE BY NATURE	5,046,879	September 20, 2016