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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM763713

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CANTONI, LLC		10/07/2022	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Fifth Third Bank, National Association
Street Address:	5400 LBJ Freeway
Internal Address:	Suite 825
City:	Dallas
State/Country:	TEXAS
Postal Code:	75240
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2690294	CANTONI

CORRESPONDENCE DATA

Fax Number: 2147455390

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.

Phone: 2147455612

Email: ngraham@winstead.com

Correspondent Name: Nancy Graham c/o WINSTEAD PC

Address Line 1: 2728 N. Harwood Street

Address Line 2: Suite 500

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	56790-31
NAME OF SUBMITTER:	Nancy Graham
SIGNATURE:	/Nancy Graham/
DATE SIGNED:	10/26/2022

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

WHEREAS, CANTONI, LLC, a Delaware limited liability company ("<u>Grantor</u>"), owns the Trademarks and trademark applications listed on <u>Schedule 1</u> annexed hereto, and is a party to the Trademark Licenses listed on <u>Schedule 1</u> annexed hereto; and

WHEREAS, pursuant to the terms of the Guaranty and Security Agreement dated as of the date hereof (as may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"; terms used herein but not defined herein shall have the meanings given to them in the Security Agreement or the Credit Agreement (as defined in the Security Agreement), as applicable), among Grantor, each other signatory party thereto, and Fifth Third Bank, National Association, as Lender ("Lender"), Grantor has granted to Lender for its benefit a security interest in the Collateral of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks, trademark registrations, trademark applications and Trademark Licenses, together with the goodwill of the business symbolized by Grantor's trademarks, and all proceeds thereof, to secure the payment of all Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Lender a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "<u>Trademark Collateral</u>"), whether presently existing or hereafter created or acquired:

- (1) (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, all registrations and recordings thereof, and all registration and recording applications filed with any Governmental Authority in connection therewith, and all extensions or renewals thereof, (b) all goodwill associated therewith or symbolized thereby, (c) all other assets, rights and interests that uniquely reflect or embody such goodwill, (d) all rights to use and/or sell any of the foregoing, and (e) the portion of the business to which each trademark pertains, in each case constituting Collateral (the "Trademarks"), each of which is set forth herein on Schedule 1 annexed hereto;
- (2) each Trademark License and all of the goodwill of the business connected with the use of, and symbolized by, each trademark license, including, without limitation, each Trademark License referred to in Schedule 1 annexed hereto; and
- (3) all accessions to, substitutions for and replacements, Proceeds, insurance proceeds and products of the foregoing, together with all books and records, customer lists, credit files, computer files, programs, printouts and other computer materials and records related thereto and any General Intangibles at any time evidencing or relating to any of the foregoing.

Notwithstanding anything in the granting provisions above, no grant of any security interest shall be deemed granted hereunder on or in any "intent to use" application for trademark registration filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, for which a Statement of Use or Amendment to Allege Use, as applicable, has not been filed and accepted, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the

validity or enforceability of any registration that issues from such intent to use application under applicable federal law.

This security interest is granted in conjunction with the security interests granted to Lender for its benefit pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This Trademark Security Agreement shall be governed by and construed in accordance with the internal laws (and not the law of conflicts) of the State of Texas.

[Signatures On Following Pages]

TRADEMARK SECURITY AGREEMENT, Page 2

IN WITNESS WHEREOF, Grantor has executed this Trademark Security Agreement by its duly authorized officer as of the first date written above.

GRANTOR:

CANTONI, LLC,

a Delaware limited liability company

By:

Victor Keller President

LENDER:

FIFTH THIRD BANK, NATIONAL ASSOCIATION

By:

Arturo A. Gutiérrez Regional Credit Lead Schedule 1 to Trademark Security Agreement, Page 1

RECORDED: 10/26/2022

Schedule 1 to Trademark Security Agreement

TRADEMARKS

(a) TRADEMARK REGISTRATIONS

Cantoni, LLC:

Registered Owner	Trademark/ Appl. No./Reg. No.	Date Registered	Type	Country of Registration
Cantoni, LLC	<u>CANTONI</u> RN: 2690294 SN: 76-338684	February 25, 2003	Word	USA

NONE

Cantoni, LLC:

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TRADEMARK APPLICATIONS