

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM864809

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Assignment of Second Lien Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Barclays Bank PLC		02/01/2021	Public Limited Company: UNITED KINGDOM
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Alter Domus (US) LLC		
<b>Street Address:</b>	225 W. Washington Street, 9th Floor		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 15</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4540092	ALANI	
<b>Registration Number:</b>	5051460	ARCATA	
<b>Registration Number:</b>	2492222	BIGTRAY	
<b>Registration Number:</b>	2516648	BIGTRAY	
<b>Registration Number:</b>	4736840	CORNERSTONE	
<b>Registration Number:</b>	4556639	ORDERUPEQUIPMENT.COM	
<b>Registration Number:</b>	5608006	STRATEGIC	
<b>Registration Number:</b>	5477107	STRATEGIC	
<b>Registration Number:</b>	2759484		
<b>Registration Number:</b>	4317688	TRIA	
<b>Registration Number:</b>	2753687	TRIMARK	
<b>Registration Number:</b>	4765484	TRIMARK FOODSERVICE EQUIPMENT, SUPPLIES	
<b>Registration Number:</b>	4489569	VENU	
<b>Registration Number:</b>	4661072	WE BRING IT	
<b>Registration Number:</b>	5292442	ZIENA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6175236850		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

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*using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** 617-523-2700  
**Email:** susan.dinicola@hklaw.com,anastasia.sotiropoulos@hklaw.com  
**Correspondent Name:** Holland & Knight LLP  
**Address Line 1:** 10 St. James Avenue  
**Address Line 4:** Boston, MASSACHUSETTS 02116

<b>NAME OF SUBMITTER:</b>	Susan C. DiNicola
<b>SIGNATURE:</b>	/Susan C. DiNicola/
<b>DATE SIGNED:</b>	12/30/2023

**Total Attachments: 4**

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**ASSIGNMENT OF SECOND LIEN TRADEMARK  
SECURITY AGREEMENT**

This **ASSIGNMENT OF SECOND LIEN TRADEMARK SECURITY AGREEMENT** (this "Assignment"), dated as of February 1, 2021, is made by and among **BARCLAYS BANK PLC** ("Barclays"), having a place of business at 700 Prides Crossing, 2<sup>nd</sup> Floor, Newark, Delaware 19713, in its capacities as administrative agent and as collateral agent ("Original Agent") and **ALTER DOMUS (US) LLC** ("Alter Domus"), having a place of business at 225 W. Washington St., 9th Floor, Chicago, Illinois 60606, acting in its capacity as the successor administrative agent and collateral agent (in such capacity, the "Successor Agent").

**RECITALS**

**WHEREAS**, R.W. Smith & Co., a California corporation ("R.W."), TriMark ERF, Inc., a Delaware corporation ("TriMark"), Hockenbergs Equipment and Supply Co., Inc., a Nebraska corporation ("Hockenbergs"), TriMark USA, LLC, a Delaware limited liability company ("TriMark USA"; together with R.W., TriMark, and Hockenbergs, collectively, "Grantors") and Original Agent are parties to that certain Second Lien Trademark Security Agreement, dated August 28, 2017 (the "Agreement"), and recorded with the United States Trademark Office on August 29, 2017 at Reel 006140, Frame 0415, concerning certain intellectual property set forth on Exhibit A hereto.

**WHEREAS**, pursuant to that certain Agency Assignment Agreement, dated as of even date herewith, by and among the Original Agent, the Successor Agent, and TMK Hawk Parent, Corp., Original Agent has assigned to Successor Agent all of its right, title and interest in, to and under the Agreement in its capacity as Original Agent.

**NOW, THEREFORE**, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Original Agent hereby assigns and transfers to Successor Agent and its successors and assigns, without representation or warranty of any kind, all of its rights, title and interest in and to the Agreement.

**NOW, THEREFORE**, Original Agent, agrees to execute and deliver to Successor Agent, or its designee, any and all documents deemed necessary by Successor Agent to transfer all of Original Agent's rights in, to and under the Agreement.

This Assignment may be executed in any number of counterparts, each of which when so executed shall be deemed an original and all of which taken together shall constitute one and the same instrument.

[Signature Pages Follow]

**IN WITNESS WHEREOF**, Original Agent and Successor Agent have caused this Assignment to be duly executed as of the date first above written.

**ORIGINAL AGENT:**

**BARCLAYS BANK PLC**

DocuSigned by:

*Komal Ramkirath*

By: \_\_\_\_\_  
5F4E91D68589475...

Name: Komal Ramkirath

Title: Assistant Vice President

**SUCCESSOR AGENT:**

**ALTER DOMUS (US) LLC**

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

Name:

Title:

IN WITNESS WHEREOF, Original Agent and Successor Agent have caused this Assignment to be duly executed as of the date first above written.

ORIGINAL AGENT:

BARCLAYS BANK PLC

By: \_\_\_\_\_  
Name:  
Title:

SUCCESSOR AGENT:

ALTER DOMUS (US) LLC

By: J. K.  
Name: Jon Kirschmeier  
Title: Associate Counsel

[Signature Page to Assignment of IPSA (Trademark)]

**EXHIBIT A**

<u>Trademark</u>	<u>Owner</u>	<u>App / Reg. Date</u>	<u>Status</u>	<u>App / Reg. Number</u>	<u>Owned / Licensed</u>
Alani	TriMark USA, LLC	5/27/2014	Registered	4,540,092	Owned
Arcata	TriMark USA, LLC	9/27/2016	Registered	5,051,460	Owned
BigTray	TriMark ERF, Inc.	9/25/2001	Registered	2,492,222	Owned
BigTray and Design	TriMark ERF, Inc.	12/11/2001	Registered	2,516,648	Owned
Cornerstone	R. W. Smith & Co.	5/12/2015	Registered	4,736,840	Owned
ORDERUPEQUIPMENT.COM	TriMark ERF, Inc.	6/24/2014	Registered	4,556,639	Owned
STRATEGIC	TriMark USA, LLC	11/13/2018	Registered	5,608,006	Owned
STRATEGIC & Design	TriMark USA, LLC	5/22/2018	Registered	5,477,107	Owned
Three Ring Design	TriMark USA, LLC	9/2/2003	Registered	2,759,484	Owned
TRIA & Design	TriMark USA, LLC	4/9/2013	Registered	4,317,688	Owned
TRIMARK	TriMark USA, LLC	8/19/2003	Registered	2,753,687	Owned
TRIMARK FOODSERVICE EQUIPMENT, SUPPLIES AND DESIGN & Design	TriMark USA, LLC	6/30/2015	Registered	4,765,484	Owned
Venu	TriMark USA, LLC	2/25/2014	Registered	4,489,569	Owned
WE BRING IT	TriMark USA, LLC	12/23/2014	Registered	4,661,072	Owned
ZIENA	TriMark USA, LLC	9/19/2017	Registered	5,292,442	Owned