

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM581562

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Third Amendment to Amended and Restated Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Pure Romance, LLC		06/16/2020	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Fifth Third Bank, National Association, as Agent		
<b>Street Address:</b>	38 Fountain Square Plaza, MD 10908F		
<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: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5892105	DIRTY FRENCH	
<b>Registration Number:</b>	5376767	HYDRATHRILL	
<b>Serial Number:</b>	87319167	EUFORIA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2025339099		
<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>	202-467-8800		
<b>Email:</b>	jspiantanida@vorys.com		
<b>Correspondent Name:</b>	VORYS, SATER, SEYMOUR AND PEASE LLP		
<b>Address Line 1:</b>	P.O. BOX 2255 -- IPLAW@VORYS		
<b>Address Line 2:</b>	ATTN: LAURA T. GEYER		
<b>Address Line 4:</b>	COLUMBUS, OHIO 43216-2255		
<b>ATTORNEY DOCKET NUMBER:</b>	005252-000877		
<b>NAME OF SUBMITTER:</b>	Julie S. Piantanida		
<b>SIGNATURE:</b>	/julie piantanida/		
<b>DATE SIGNED:</b>	06/16/2020		
<b>Total Attachments: 6</b>			

CH \$90.00 5892105

source=Third Amendment to A\_R Trademark Security Agreement#page1.tif  
source=Third Amendment to A\_R Trademark Security Agreement#page2.tif  
source=Third Amendment to A\_R Trademark Security Agreement#page3.tif  
source=Third Amendment to A\_R Trademark Security Agreement#page4.tif  
source=Third Amendment to A\_R Trademark Security Agreement#page5.tif  
source=Third Amendment to A\_R Trademark Security Agreement#page6.tif

**THIRD AMENDMENT  
TO  
AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT**

THIS THIRD AMENDMENT TO AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this "Amendment") is made and entered into as of June 16, 2020 (the "Effective Date"), by and between **PURE ROMANCE, LLC**, a Delaware limited liability company ("Debtor"), whose principal place of business and mailing address is 655 Plum Street, Cincinnati, OH 45202, and **FIFTH THIRD BANK, NATIONAL ASSOCIATION**, as Agent for the benefit of the Secured Creditors ("Agent"), and is as follows:

**Preliminary Statements**

A. Debtor, Agent, the LC Issuer and the Lenders from time to time party thereto were parties to that certain Amended and Restated Credit Agreement dated as of March 7, 2014, as amended by the First Amendment to Amended and Restated Credit Agreement dated as of January 13, 2015 and the Second Amendment to Amended and Restated Credit Agreement dated as of January 11, 2016 (as amended, the "2014 Credit Agreement"). In connection with the 2014 Credit Agreement, Debtor and Agent entered into an Amended and Restated Trademark Security Agreement dated as of March 7, 2014, as amended by the First Amendment to Amended and Restated Trademark Security Agreement dated as of January 11, 2016 (the "First Amendment") and the Second Amendment to Amended and Restated Trademark Security Agreement dated as of October 3, 2016 (the "Second Amendment") (as amended, the "Trademark Security Agreement").

B. The 2014 Credit Agreement was amended and restated pursuant to that certain Second Amended and Restated Credit Agreement dated as of October 3, 2016, among Debtor, Agent, the LC Issuer and the Lenders from time to time party thereto, as amended by the Letter Agreement to Amend Second Amended and Restated Credit Agreement dated as of December 15, 2017, the Letter Agreement to Further Amend Second Amended and Restated Credit Agreement dated as of April 9, 2018, and the First Amendment to Second Amended and Restated Credit Agreement dated as of June 4, 2019 (as amended, the "Existing Credit Agreement").

C. Debtor desires to amend and restate the Existing Credit Agreement and its existing credit facilities with Secured Creditors pursuant to the terms set forth in, and by entering into, that certain Third Amended and Restated Credit Agreement, dated as of even date herewith, among Debtor, Agent, the LC Issuer and the Lenders from time to time party thereto (as the same may be amended, replaced, restated, or otherwise modified from time to time hereafter, the "Credit Agreement"). Capitalized terms used, but not defined, herein shall have the meanings assigned to them in the Trademark Security Agreement or in the Credit Agreement, as applicable.

D. In order to induce the Secured Creditors to enter into the Credit Agreement, Debtor agreed, among other things, to amend the Trademark Security Agreement.

E. Now, in order to satisfy the condition set forth in the Credit Agreement, Debtor and Agent hereby amend the Trademark Security Agreement all on the terms and subject to the conditions of this Amendment.

### **Statement of Agreement**

In consideration of the mutual covenants and agreements set forth in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agent and Debtor hereby agree as follows:

**1. Amendments to Trademark Security Agreement.**

a. Schedule I to the Trademark Security Agreement is hereby supplemented by the addition of the document attached hereto as Supplement to Schedule I, to be attached at the end of the existing Schedule I to the Trademark Security Agreement. Accordingly, Debtor hereby acknowledges and agrees that each mark, registration, and application listed on the Supplement to Schedule I attached hereto and made a part hereof constitutes, and shall be deemed to be, part of the Trademark Collateral for all purposes of the Loan Documents.

b. Section 3 of the Trademark Security Agreement is hereby amended and restated in its entirety as follows:

**3. DEFINITIONS:** Any capitalized term used but not defined herein shall have the meaning ascribed thereto in the Credit Agreement. All of the uncapitalized terms contained in this Agreement which are now or hereafter defined in the New York UCC (as defined below) will, unless the context expressly indicates otherwise, have the meanings provided for now or hereafter in the New York UCC, as such definitions may be enlarged or expanded from time to time by amendment or judicial decision. As used in this Agreement, the “Uniform Commercial Code” means the Uniform Commercial Code as adopted in each applicable jurisdiction, as amended or superseded from time to time; and the “New York UCC” means the Uniform Commercial Code, as adopted in the State of New York, as amended or superseded from time to time.

c. Section 9(c) of the Trademark Security Agreement is hereby amended by deleting the reference to “Ohio (without regard to conflicts of law principles)” therein and substituting a reference to “New York (without regard to conflicts of law principles that would result in the application of the laws of any state other than the State of New York)” in lieu thereof.

d. Notwithstanding anything therein to the contrary, the First Amendment and the Second Amendment shall, at all times on and after the Effective Date, be deemed to be governed by and construed in accordance with the internal laws of the State of New York (without regard to conflicts of law principles that would result in the application of the laws of any state other than the State of New York).

2. **Default.** Any default by Debtor in the performance of its obligations under this Amendment shall constitute an Event of Default (as defined in the Credit Agreement) under the Trademark Security Agreement.

3. **Continuing Effect of Trademark Security Agreement; Reaffirmation of Security.** Except as expressly amended hereby, all of the provisions of the Trademark Security Agreement are ratified and confirmed and remain in full force and effect. Without limiting the generality of the foregoing, Debtor ratifies and reaffirms any and all grants of Liens to Agent (for the benefit of the Secured Creditors) on the Trademark Collateral (including, without limitation, the Trademarks set forth on the Supplement to Schedule I attached hereto) as security for the Obligations, and Debtor acknowledges and confirms that the grants of the Liens to Agent (for the benefit of the Secured Creditors) on the Trademark Collateral: (a) represent continuing Liens on all of the Trademark Collateral, (b) secure all of the Obligations, and (c) represent valid and first priority Liens on all of the Trademark Collateral except to the extent of any Permitted Liens (as defined in the Credit Agreement).

4. **One Agreement; References; Fax Signature.** The Trademark Security Agreement, as amended by this Amendment, will be construed as one agreement. Any reference in any of the Loan Documents to the Trademark Security Agreement will be deemed to be a reference to the Trademark Security Agreement as amended by this Amendment. This Amendment may be signed by facsimile signatures or other electronic delivery of an image file reflecting the execution hereof, and, if so signed: (a) may be relied on by each party as if the document were a manually signed original and (b) will be binding on each party for all purposes.

5. **Captions.** The headings to the Sections of this Amendment have been inserted for convenience of reference only and shall in no way modify or restrict any provisions hereof or be used to construe any such provisions.

6. **Counterparts.** This Amendment may be executed in multiple counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

7. **Governing Law.** This Amendment shall be governed by and construed in accordance with the internal laws of the State of New York (without regard to conflicts of law principles that would result in the application of the laws of any state other than the State of New York).

[Signature Page Follows]

IN WITNESS WHEREOF, this Amendment has been duly executed by Debtor and Agent as of the Effective Date.

PURE ROMANCE LLC

By: 

Christopher L. Cicchinelli, President and CEO

SIGNATURE PAGE TO  
THIRD AMENDMENT TO AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

**TRADEMARK**  
**REEL: 006971 FRAME: 0732**

IN WITNESS WHEREOF, this Amendment has been duly executed by Debtor and Agent as of the Effective Date.

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

By: Carey B. Sanders  
Carey B. Sanders, Vice President

SIGNATURE PAGE TO  
THIRD AMENDMENT TO AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

**TRADEMARK**  
**REEL: 006971 FRAME: 0733**

**SUPPLEMENT TO SCHEDULE I**

**TRADEMARKS AND TRADEMARK APPLICATIONS**

**Registered Trademarks:**

<u>Mark</u>	<u>Country</u>	<u>Serial Number</u>	<u>Filing Date</u>	<u>Registration Number</u>	<u>Registration Date</u>
DIRTY FRENCH	US	87/823,523	3/7/2018	5,892,105	10/22/2019
HYDRATHRILL	US	87/319,136	1/31/2017	5,376,767	1/9/2018

**Trademark Applications**

<u>Mark</u>	<u>Country</u>	<u>Serial Number</u>	<u>Filing Date</u>
EUFORIA	US	87/319,167	January 31, 2017