

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM616392

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
365 Retail Markets, LLC		12/23/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Antares Capital LP, as Administrative Agent		
Street Address:	500 W. Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	5823559	STOCKWELL	
Registration Number:	5060402	VERII MARKET	
Registration Number:	5060424	VERII	
Registration Number:	5060434	VERII	
Registration Number:	5023805	MYVERII	
Registration Number:	5447270	NANOMARKET	
Registration Number:	5042242	NANOMARKET	
Registration Number:	4492032	AIRVEND	
Registration Number:	5106569	PAYROLL DEDUCT EXPRESS	
Registration Number:	6065686	PICOMARKET	
Registration Number:	6141644	365PAY	
Serial Number:	88823911	PICOCOOLER	
Serial Number:	88806139	365DINING	
Serial Number:	87748263	TROVE	
CORRESPONDENCE DATA			
Fax Number:	3129939767		
<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>			

CH \$365.00 5823559

Phone: 3129932622
Email: gayle.grocke@lw.com
Correspondent Name: Latham & Watkins LLP
Address Line 1: 330 N. Wabash Avenue
Address Line 2: Suite 2800
Address Line 4: Chicago, ILLINOIS 60611

ATTORNEY DOCKET NUMBER: 057121-0566

NAME OF SUBMITTER: Gayle D. Grocke

SIGNATURE: /gdg/

DATE SIGNED: 12/23/2020

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of December 23, 2020 (this “Trademark Security Agreement”), by the Grantors party hereto in favor of Antares Capital LP, as administrative agent and collateral agent for the Secured Parties (in such capacities, the “Administrative Agent”).

Reference is made to that certain Pledge and Security Agreement, dated as of December 23, 2020 (as amended, restated, amended and restated, supplemented, waived or otherwise modified from time to time, the “Security Agreement”), by and among 365 RETAIL MARKETS, LLC, a Delaware limited liability company and successor by merger to Garage Merger Sub LLC, a Delaware limited liability company. (the “Borrower”), Garage Buyer LLC, a Delaware limited liability company (“Holdings”), each of the other Grantors from time to time party thereto and the Administrative Agent.

The Secured Parties’ agreements in respect of extensions of credit to the Borrower are set forth in the Credit Agreement, dated as of December 23, 2020 (as amended, restated, amended and restated, supplemented, waived or otherwise modified from time to time, the “Credit Agreement”), among the Borrower, Holdings, the Lenders from time to time party thereto and the Administrative Agent.

Each Grantor party hereto will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and is willing to execute and deliver this Trademark Security Agreement in order to induce the Lenders to extend, and maintain the extension of, such credit. Accordingly, the parties hereto agree as follows:

Section 1. Terms. Capitalized terms used in this Trademark Security Agreement and not otherwise defined herein have the meanings specified in the Security Agreement, and if not defined therein, the Credit Agreement. The rules of construction specified in Article 1 of the Credit Agreement also apply to this Agreement.

Section 2. Notice and Confirmation of Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor party hereto, pursuant to and in accordance with the Security Agreement, did and hereby does grant to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest in and continuing lien on, all of such Grantor’s right, title and interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest, in each case to the extent the same constitute Collateral (collectively, the “Trademark Collateral”):

all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names and other source or business identifiers, all registration and recording applications filed in connection therewith in the USPTO, including those listed on Schedule I hereto, and all extensions or renewals thereof, as well as any unregistered trademarks and service marks used by a Grantor, and all goodwill connected with the use thereof and symbolized thereby; provided that the grant of security interest shall not include any foreign Intellectual Property or any “intent-to-use” applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such application or any registration issuing therefrom under the

applicable federal law, provided that upon submission to the USPTO of an amendment to allege use or a statement of use with respect to such application pursuant to 15 U.S.C. Section 1051, et seq. (or any successor provisions), such application shall immediately become part of the Trademark Collateral.

Section 3. Termination. This Trademark Security Agreement is made to secure the satisfactory performance and payment of the Secured Obligations. The security interest granted hereby shall automatically terminate under the conditions and to the same extent set forth in Section 6.12 of the Security Agreement. The Administrative Agent shall, in connection with any termination or release herein or under the Security Agreement, execute and deliver to the Grantors party hereto instruments, in writing and in recordable form, effecting or evidencing such termination and releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Trademark Security Agreement. Additionally, upon such termination or release, the Administrative Agent shall reasonably cooperate with any efforts made by a Grantor to record or otherwise confirm such satisfaction including, but not limited to, the release and/or termination of this Trademark Security Agreement and any security interest in, to or under the Trademark Collateral.

Section 4. Supplement to the Security Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor party hereto hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

Section 5. Governing Law. The terms of Section 10.15 of the Credit Agreement with respect to governing law are incorporated herein by reference, mutatis mutandis, and the parties hereto agree to such terms.

Section 6. Purpose. This Trademark Security Agreement has been executed and delivered by each Grantor party hereto for the purpose of recording the grant of security interest with the United States Patent and Trademark Office. This Trademark Security Agreement is expressly subject to the terms and conditions of the Security Agreement. The Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

Section 7. Counterparts. This Trademark Security Agreement may be executed in one or more counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which together shall constitute a single contract. Delivery by facsimile or electronic transmission of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement. The Administrative Agent may also require that any such documents and signatures delivered by facsimile or electronic transmission be confirmed by a manually signed original thereof; provided that the failure to request or deliver the same shall not limit the effectiveness of any document or signature delivered by facsimile or electronic transmission.

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement as of the day and year first above written.

365 RETAIL MARKETS, LLC

By: Joseph Rogan
Name: Joseph Rogan
Title: Chief Financial Officer

ADVANA, LLC

By: Joseph Rogan
Name: Joseph Rogan
Title: Chief Financial Officer

ANTARES CAPITAL LP,
as Administrative Agent and Collateral Agent

By: Michael Ahrens
Name: Michael Ahrens
Its: Duly Authorized Signatory

Schedule I

Short Particulars of U.S. Trademark Collateral

U.S. Trademarks and Service Marks

REGISTERED OWNER	REGISTRATION NO.	TRADEMARK
365 Retail Markets, LLC	5,823,559	STOCKWELL
365 Retail Markets, LLC	5,060,402	VERII MARKET
365 Retail Markets, LLC	5,060,424	VERII
365 Retail Markets, LLC	5,060,434	VERII (logo)
365 Retail Markets, LLC	5,023,805	MYVERII
365 Retail Markets, LLC	5,447,270	NANOMARKET
365 Retail Markets, LLC	5,042,242	NANOMARKET
365 Retail Markets, LLC	4,492,032	AIRVEND
365 Retail Markets, LLC	5,106,569	PAYROLL DEDUCT EXPRESS
365 Retail Markets, LLC	6,065,686	PICOMARKET
365 Retail Markets, LLC	6,141,644	365PAY
Advana, LLC	5,979,356	ADVANA

U.S. Trademark Applications

APPLICANT	APPLICATION NO.	TRADEMARK
365 Retail Markets, LLC	88/823,911	PICOCOOLER
365 Retail Markets, LLC	88/806,139	365DINING
365 Retail Markets, LLC	87748263	TROVE