

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM651532

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|---|---|------------------------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Stuzo Acquisition, LLC | | 05/18/2021 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Freeport Financial Partners LLC, as Agent | | |
| Street Address: | 200 S. Wacker Dr., Suite 925 | | |
| City: | Chicago | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60606 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 9 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5912620 | OPEN COMMERCE | |
| Registration Number: | 5473853 | HATCH | |
| Registration Number: | 5519312 | HATCH | |
| Registration Number: | 5529130 | HATCH LOYALTY | |
| Registration Number: | 5289169 | BELLY CORE | |
| Registration Number: | 5289170 | FUTURE-PROOF YOUR LOYALTY SOLUTION | |
| Registration Number: | 5289168 | BELLY FOR ENTERPRISE | |
| Registration Number: | 5289167 | BLUE BY BELLY | |
| Serial Number: | 90676886 | WALLET STEERING | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3128637867 | | |
| <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> | | | |
| Phone: | 3128637267 | | |
| Email: | jaclyn.di.grande@goldbergkohn.com | | |
| Correspondent Name: | Jaclyn Di Grande - Paralegal | | |
| Address Line 1: | Goldberg Kohn Ltd. | | |
| Address Line 2: | 55 E Monroe St., Ste 3300 | | |
| Address Line 4: | Chicago, ILLINOIS 60603 | | |

OP \$240.00 5912620

| | |
|--------------------------------|--------------------|
| ATTORNEY DOCKET NUMBER: | 7213.079 |
| NAME OF SUBMITTER: | Jaclyn Di Grande |
| SIGNATURE: | /jaclyn di grande/ |
| DATE SIGNED: | 06/03/2021 |

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Security Agreement"), dated as of May 18, 2021, is made by the entity listed on the signature page hereof ("Grantor"), in favor of Freeport Financial Partners LLC ("Freeport"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of the date hereof (as the same may be amended, restated, supplemented and/or modified from time to time, the "Credit Agreement"), by and among STUZO INTERMEDIATE HOLDINGS, LLC, a Delaware limited liability company ("Holdings"), STUZO ACQUISITION, LLC, a Delaware limited liability company ("Borrower"), the other "Loan Parties" as defined therein from time to time party thereto, the Lenders, the L/C Issuers from time to time party thereto and Freeport, as Agent, the Lenders and the L/C Issuers have severally agreed to make and continue to make extensions of credit to Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor and certain other entities party thereto have entered into a Guaranty and Security Agreement dated as of the date hereof in favor of Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to secure the Obligations (as defined in the Credit Agreement) of Borrower; and

WHEREAS, the Guaranty and Security Agreement requires Grantor to execute and deliver this Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to Borrower thereunder, Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all Intellectual Property licenses providing for the grant by or to Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule I hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and Intellectual Property licenses subject to a security interest hereunder.

Section 5. Counterparts. This Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Receipt by telecopy or electronic mail of any executed signature page to this Security Agreement shall constitute effective delivery of such signature page. This Security Agreement to the extent signed and delivered by means of a facsimile machine or electronic mail (including ".pdf" files) shall be treated in all manner and respects and for all purposes as an original agreement or amendment and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No party hereto shall raise the use of a facsimile machine or electronic mail (including ".pdf" files) to deliver a signature or the fact that any signature or agreement or amendment was transmitted or communicated through the use of a facsimile machine or electronic mail (including ".pdf" files) as a defense to the formation or enforceability of a contract and each such party forever waives any such defense.

Section 6. Governing Law. This Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Illinois.

[Signature Pages Follow]

IN WITNESS WHEREOF, Grantor has caused this Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

STUZO ACQUISITION, LLC,
as Grantor

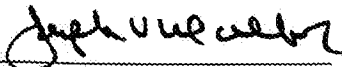
By: 

Name: Ryan Anthony

Title: Treasurer, Secretary, and Vice President

ACCEPTED AND AGREED
as of the date first above written:

FREEPORT FINANCIAL PARTNERS
LLC
as Agent

By: 
Name: Joseph V. Walker
Title: Managing Director

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS:

| MARK | SERIAL NUMBER | STATUS | REGISTRATION NUMBER | REGIS. DATE |
|------------------------------------|---------------|------------|---------------------|-------------|
| OPEN COMMERCE | 88273086 | Registered | 5912620 | 11/19/19 |
| HATCH | 87569251 | Registered | 5473853 | 5/22/18 |
| "HATCH" STYLIZED | 87723171 | Registered | 5519312 | 7/17/18 |
| HATCH LOYALTY | 87723129 | Registered | 5529130 | 7/31/18 |
| BELLY CORE | 87200532 | Registered | 5289169 | 9/19/17 |
| FUTURE-PROOF YOUR LOYALTY SOLUTION | 87200561 | Registered | 5289170 | 9/19/17 |
| BELLY FOR ENTERPRISE | 87200519 | Registered | 5289168 | 9/19/17 |
| BLUE BY BELLY | 87200476 | Registered | 5289167 | 9/19/17 |

2. TRADEMARK APPLICATIONS:

| MARK | SERIAL NUMBER | STATUS | REGISTRATION NUMBER | REGIS. DATE |
|-----------------|---------------|--|---------------------|-------------|
| WALLET STEERING | 90676886 | Pending – Application filed 4/28/21 | N/A | N/A |

3. INTELLECTUAL PROPERTY LICENSES: None