

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM420543

| | |
|------------------------------|-------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|----------------------|----------|----------------|--|
| JNJ Enterprises, LLC | | 09/13/2016 | Limited Liability Company: DELAWARE |

RECEIVING PARTY DATA

| | |
|--------------------------|--|
| Name: | JPMorgan Chase Bank, N.A., as administrative agent |
| Street Address: | 270 Park Avenue |
| Internal Address: | 44th Floor |
| City: | New York |
| State/Country: | NEW YORK |
| Postal Code: | 10017 |
| Entity Type: | National Banking Association: UNITED STATES |

PROPERTY NUMBERS Total: 37

| Property Type | Number | Word Mark |
|----------------------|---------|--------------------------|
| Registration Number: | 3888125 | CROP HARVEST EARTH |
| Registration Number: | 3497325 | CROP HARVEST EARTH |
| Registration Number: | 3393574 | BAOJING |
| Registration Number: | 3379737 | 168 |
| Registration Number: | 3367260 | BAOJING |
| Registration Number: | 3350469 | FINIAN'S FIVE PROVINCES |
| Registration Number: | 3252568 | JEALOUS BITCH |
| Registration Number: | 3236558 | KING'S CROSS |
| Registration Number: | 3243051 | FARETTI |
| Registration Number: | 2936445 | |
| Registration Number: | 2959736 | MICHTER'S EST. 1753 US*1 |
| Registration Number: | 2820450 | US1 |
| Registration Number: | 2799225 | US1 |
| Registration Number: | 3184443 | MICHTER'S US*1 |
| Registration Number: | 3459256 | |
| Registration Number: | 3469232 | CROP HARVEST EARTH |
| Registration Number: | 3406421 | BAOJING |
| Registration Number: | 3282314 | BAOJING |

TRADEMARK

| Property Type | Number | Word Mark |
|----------------------|----------|----------------------|
| Registration Number: | 2527731 | MICHTER'S |
| Registration Number: | 4019886 | TUFFO |
| Registration Number: | 4276822 | CROP |
| Registration Number: | 4782257 | FORT NELSON |
| Registration Number: | 4810325 | MICHTER'S |
| Registration Number: | 4449196 | MICHTER'S |
| Serial Number: | 86241613 | |
| Serial Number: | 86832028 | CLENSE |
| Serial Number: | 86561983 | FORT NELSON |
| Serial Number: | 86636696 | FORT NELSON |
| Serial Number: | 86832030 | KLENSE |
| Serial Number: | 86358294 | MICHTER'S |
| Serial Number: | 86636692 | MICHTER'S |
| Serial Number: | 86832019 | MICHTER'S DISTILLERY |
| Serial Number: | 86888549 | MICHTER'S EXCELLUS |
| Serial Number: | 86160391 | |
| Serial Number: | 86146037 | |
| Serial Number: | 86162925 | |
| Serial Number: | 86146039 | |

CORRESPONDENCE DATA

Fax Number: 8883259116

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.

Email: jessica.davis@lockelord.com

Correspondent Name: Jessica Davis

Address Line 1: 2800 Financial Plaza

Address Line 2: Locke Lord

Address Line 4: Providence, RHODE ISLAND 02903

| | |
|-------------------------|---------------|
| ATTORNEY DOCKET NUMBER: | 1444099.00058 |
| NAME OF SUBMITTER: | Jessica Davis |
| SIGNATURE: | /JDavis/ |
| DATE SIGNED: | 03/21/2017 |

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is dated as of September 13, 2016 and is between JNJ Enterprises, LLC, a Delaware limited liability company (the "Grantor") and JPMorgan Chase Bank, N.A., as Administrative Agent for the benefit of itself and the other lenders party to the Credit Agreement referred to below (in such capacity, the "Administrative Agent").

WITNESSETH:

WHEREAS pursuant to the terms of that certain Amended and Restated Credit Agreement dated as of September 13, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Chatham Imports, Inc. ("Chatham"), Quaker Equities Ltd. ("Quaker"), and Brescome Barton Inc. ("Brescome"), and collectively with Chatham and Quaker, the "Borrowers"), the Grantor, as a Loan Guarantor (as defined in the Credit Agreement), the other Loan Guarantors from time to time party thereto, the banks and financial institutions from time to time party thereto (the "Lenders"), and the Administrative Agent, the Lenders have agreed to extend credit and make certain financial accommodations to the Borrowers.

WHEREAS pursuant to the Amended and Restated Pledge and Security Agreement dated as of September 13, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Borrowers, the other domestic Subsidiaries of Quaker from time to time party thereto, and the Administrative Agent, the Grantor granted to the Administrative Agent a security interest and continuing lien on all of the Grantor's right, title and interest in, to and under all Collateral, including the Trademark Collateral (as defined below), and all Collateral in each case whether now owned or existing or hereafter acquired or arising to secure the prompt and complete payment and performance of all Obligations (as defined in the Credit Agreement) including the Obligations of the Borrowers under the Credit Agreement;

WHEREAS the parties to the Credit Agreement contemplate and intend that the Administrative Agent shall have all rights of a secured party in and to the Trademark Collateral and any proceeds thereof, including, without limitation, if an Event of Default (as defined in the Credit Agreement) shall occur and be continuing, the right to exercise its remedies under the Credit Agreement and the Security Agreement in connection with all of Grantor's right, title and interest in such Trademark Collateral; and

WHEREAS pursuant to the Credit Agreement and the Security Agreement, the Grantor is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the Grantor agrees as follows:

Section 1. Defined Terms

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meanings given to them in the Security Agreement.

Section 2. Grant of Security Interest in Trademarks

The Grantor hereby grants to the Administrative Agent a security interest in all of its right, title and interest in, to and under the Trademarks, including the Trademarks listed in Schedule A, in each case whether now owned or hereafter acquired (collectively, the "Trademark Collateral").

Section 3. Security for Obligations

This Agreement secures, and the Trademark Collateral is collateral security for, the prompt and complete payment or performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise of all Obligations.

Section 4. Security Agreement

The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent 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. In the event of any irreconcilable conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

Section 5. Recordation

The Grantor hereby authorizes and requests that the Commissioner for Trademarks and any other applicable United States government officer record this Agreement.

Section 6. Miscellaneous

This Agreement shall be governed by, and construed in accordance with the laws of the State of New York.


This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single agreement.

[Remainder of this page intentionally left blank]

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

GRANTOR:

JNJ ENTERPRISES, LLC

By: 
Name: FLORA DECANTE
Title: SECRETARY

ADMINISTRATIVE AGENT:

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: _____
Name: Daniel Stampfel
Title: Authorized Signatory

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

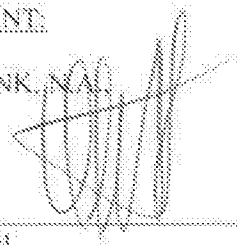
GRANTOR:

JNJ ENTERPRISES, LLC

By: _____
Name:
Title:

ADMINISTRATIVE AGENT:

JPMORGAN CHASE BANK, N.A.
as Administrative Agent



By: _____
Name: Daniel Stampfel
Title: Authorized Signatory




[Trademark Security Agreement]



SCHEDULE A

TO

TRADEMARK SECURITY AGREEMENT

UNITED STATES REGISTERED TRADEMARKS

| Name of Obligor | Trademark | Registration Number | Registration Date |
|------------------------|--|----------------------------|--------------------------|
| JNJ Enterprises, LLC | CROP HARVEST EARTH | 3888125 | 12/7/2010 |
| JNJ Enterprises, LLC | CROP HARVEST EARTH | 3497325 | 9/2/2008 |
| JNJ Enterprises, LLC | BAOJING and Design BAOJING 宝井 | 3393574 | 3/4/2008 |
| JNJ Enterprises, LLC | 168 | 3379737 | 2/5/2008 |
| JNJ Enterprises, LLC | BAOJING and Design BAOJING 宝景 | 3367260 | 1/8/2008 |
| JNJ Enterprises, LLC | FINIAN'S FIVE PROVINCES | 3350469 | 12/4/2007 |
| JNJ Enterprises, LLC | JEALOUS BITCH | 3252568 | 6/12/2007 |
| JNJ Enterprises, LLC | KING'S CROSS | 3236558 | 5/1/2007 |
| JNJ Enterprises, LLC | FARETTI | 3243051 | 5/15/2007 |
| JNJ Enterprises, LLC | Design of a Device for Distilling Beverages  | 2936445 | 3/29/2005 |
| JNJ Enterprises, LLC | MICHTER'S EST. 1753 US*1 and Design | 2959736 | 6/7/2005 |
| JNJ Enterprises, LLC | US1 and Design  | 2820450 | 3/2/2004 |
| JNJ Enterprises, LLC | US1 | 2799225 | 12/23/2003 |
| JNJ Enterprises, LLC | MICHTER'S US*1 and Design  | 3184443 | 12/12/2006 |
| JNJ Enterprises, LLC | Design of Chinese Characters 宝景 | 3459256 | 7/1/2008 |

| Name of Obligor | Trademark | Registration Number | Registration Date |
|----------------------|--|---------------------|-------------------|
| JNJ Enterprises, LLC | CROP HARVEST EARTH and Design  | 3469232 | 7/15/2008 |
| JNJ Enterprises, LLC | BAOJING and Design  | 3406421 | 4/1/2008 |
| JNJ Enterprises, LLC | BAOJING | 3282314 | 8/21/2007 |
| JNJ Enterprises, LLC | MICHTER'S | 2527731 | 1/8/2002 |
| JNJ Enterprises, LLC | TUFFO | 4019886 | 8/30/2011 |
| JNJ Enterprises, LLC | CROP | 4276822 | 1/15/2013 |
| JNJ Enterprises, LLC | FORT NELSON | 4782257 | 7/28/2015 |
| JNJ Enterprises, LLC | MICHTER'S | 4810325 | 9/8/2015 |
| JNJ Enterprises, LLC | MICHTER'S | 4449196 | 12/10/2013 |

UNITED STATES TRADEMARK APPLICATIONS

| Name of Obligor | Trademark Application | Application Serial Number | Application Filing Date |
|----------------------|---|---------------------------|-------------------------|
| JNJ Enterprises, LLC | Design of Non-Latin Characters  | 86/241613 | 4/3/2014 |
| JNJ Enterprises, LLC | CLENSE | 86/832028 | 11/25/2015 |
| JNJ Enterprises, LLC | FORT NELSON | 86/561983 | 3/12/2015 |
| JNJ Enterprises, LLC | FORT NELSON | 86/636696 | 5/20/2015 |
| JNJ Enterprises, LLC | KLENSE | 86/832030 | 11/25/2015 |
| JNJ Enterprises, LLC | MICHTER'S | 86/358294 | 8/5/2014 |
| JNJ Enterprises, LLC | MICHTER'S | 86/636692 | 5/20/2015 |
| JNJ Enterprises, LLC | MICHTER'S DISTILLERY | 86/832019 | 11/25/2015 |
| JNJ Enterprises, LLC | MICHTER'S EXCELLUS | 86/888549 | 1/27/2016 |
| JNJ Enterprises, LLC |  [Ming Di: 'Topsy Emperor' in Chinese Characters] | 86/160391 | 1/8/2014 |
| JNJ Enterprises, LLC |  [TIPSY EMPEROR POEM in Traditional Chinese Characters] | 86/146037 | 12/17/2013 |

| Name of Obligor | Trademark Application | Application Serial Number | Application Filing Date |
|----------------------|---|---------------------------|-------------------------|
| JNJ Enterprises, LLC | <p style="text-align: center;">醕帝诗</p> <p style="text-align: center;">[Ming Di Shi: Topsy Emperor Poem in Chinese Characters]</p> | 86/162925 | 1/10/2014 |
| JNJ Enterprises, LLC | <p style="text-align: center;">醕帝诗</p> <p style="text-align: center;">[Ming Di Shi: Topsy Emperor Poem in Chinese Characters]</p> | 86/146039 | 12/17/2013 |

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