

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM524564

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Security Agreement Suppl.		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Courtesy Products, L.L.C.		05/21/2019	Limited Liability Company: MISSOURI
Advanced Technologies Group, LLC		05/21/2019	Limited Liability Company: MISSOURI
Keefe Group, LLC		05/21/2019	Limited Liability Company: MISSOURI
RECEIVING PARTY DATA			
Name:	Jefferies Finance LLC		
Street Address:	520 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 23			
Property Type	Number	Word Mark	
Serial Number:	88050282	COURTESY PRODUCTS	
Registration Number:	5601462	CV	
Serial Number:	87741482	CV	
Registration Number:	5378963	TRULINCS	
Registration Number:	5375174	CORRLINKS	
Registration Number:	5468419	SEVILLA	
Registration Number:	5469631	KEEFE COFFEE	
Registration Number:	5469632	MARKET SQUARE BAKERY	
Registration Number:	5469635	MOON LODGE	
Registration Number:	5469636	NEXT 1	
Registration Number:	5469648	THE WHOLE SHABANG	
Registration Number:	5469650	SWEET FUSIONS DRINK MIXES	
Registration Number:	5485511	CACTUS ANNIE'S	
Registration Number:	5535785	KEEFE KITCHENS	

OP \$590.00 88050282

Property Type	Number	Word Mark
Registration Number:	5559402	CACTUS ANNIE'S
Registration Number:	5530168	SQUEEZ-UMS
Registration Number:	5620229	AMP'D
Registration Number:	5642141	CLEAR CHOICE
Serial Number:	87905625	POWER UP
Serial Number:	87906892	PRO TECTION
Serial Number:	87906934	SEVILLA
Serial Number:	87905574	PARAMOUNT DAIRY FARMS
Serial Number:	87906677	BRUSHYCREEK

CORRESPONDENCE DATA

Fax Number: 8009144240

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.

Phone: 614-280-3566

Email: james.murray@wolterskluwer.com, ECarrera@cahill.com

Correspondent Name: James Murray

Address Line 1: 4400 Easton Commons Way, Suite 125

Address Line 2: CT Corporation

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Elaine Carrera
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	05/22/2019

Total Attachments: 6

source=TKC - Second Lien Supplemental Trademark Security Agreement (2019)#page1.tif

source=TKC - Second Lien Supplemental Trademark Security Agreement (2019)#page2.tif

source=TKC - Second Lien Supplemental Trademark Security Agreement (2019)#page3.tif

source=TKC - Second Lien Supplemental Trademark Security Agreement (2019)#page4.tif

source=TKC - Second Lien Supplemental Trademark Security Agreement (2019)#page5.tif

source=TKC - Second Lien Supplemental Trademark Security Agreement (2019)#page6.tif

SECOND LIEN GRANT OF SECURITY INTEREST
IN TRADEMARKS

This Grant of Security Interest in Trademarks, dated as of May 21, 2019 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, this “Agreement”), is made by the entities identified as grantors on the signature pages hereto (collectively, the “Grantors”) in favor of Jefferies Finance LLC, as collateral agent, (the “Collateral Agent”).

THIS GRANT is made to secure the payment or performance, as the case may be, in full of the Secured Obligations, as such term is defined in the Second Lien Security Agreement among the Grantors, the other assignors from time to time party thereto and the Collateral Agent, dated as of February 1, 2017 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “Security Agreement”).

NOW THEREFORE, IN CONSIDERATION OF THE FOREGOING AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms

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

SECTION 2. Grant of Security Interest in Trademark Collateral

SECTION 2.1 Each Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in, all right, title or interest in, to or under 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 (collectively, the “Trademark Collateral”); provided that the Trademark Collateral shall not include any Excluded Assets:

- (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, the goodwill of the business symbolized thereby or associated therewith, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule A attached hereto, (b) all rights and privileges arising under applicable Law with respect to such Grantor’s use of any trademarks, (c) all extensions and renewals thereof and amendments thereto, (d) all income, fees, royalties, damages and payments now and hereafter due and/or payable with respect to any of the foregoing, including damages, claims and payments for past, present or future infringements or dilutions thereof, (f) all rights to sue for past, present or future infringements or dilutions thereof and (g) all rights corresponding thereto throughout the world.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof include, any applications in the United States Patent and Trademark Office to register Trademarks or service marks on the basis of any Grantor’s “intent to use” such Trademarks or service marks applications

unless and until a "Statement of Use" or "Amendment to Allege Use" has been filed and accepted in the United States Patent and Trademark Office(solely 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 "intent to use" application under applicable federal law) whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Trademark Collateral.

SECTION 3. Security Agreement

This Grant has been granted in conjunction with the security interest granted to the Collateral Agent under the Security Agreement. The rights and remedies of the Collateral Agent with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern,

SECTION 4. Governing Law

THIS AGREEMENT AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW PRINCIPLES THAT WOULD APPLY THE LAWS OF ANOTHER JURISDICTION.

SECTION 5. Counterparts

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the date first set forth above.

COURTESY PRODUCTS, L.L.C.,
ADVANCED TECHNOLOGIES GROUP,
LLC,
KEEFE GROUP, LLC,
Grantor

By 

Name: Josh Siano

Title: Chief Financial Officer

JEFFERIES FINANCE LLC,
as Collateral Agent

By: Paul Chisholm
Name: Paul Chisholm
Title: Managing Director

Schedule A

U.S. Trademarks and Applications:

	Owner	Trademark	Appl. No. Filing Date	Reg. No. Reg. Date
1.	Courtesy Products, LLC	COURTESY PRODUCTS	88050282 07/24/2018	Pending
2.	Courtesy Products, LLC	CV	87977849 01/03/2018	5601462 11/06/2018
3.	Courtesy Products, LLC	CV	87741482 01/03/2018	Pending
4.	Advanced Technologies Group, LLC	TRULINCS	87486482 06/13/2017	5378963 01/16/2018
5.	Advanced Technologies Group, LLC	CORRLINKS	87486453 06/13/2017	5375174 01/09/2018
6.	Keefe Group, LLC	SEVILLA	87632399 10/03/2017	5468419 05/15/2018
7.	Keefe Group, LLC	KEEFE COFFEE	87649478 10/17/2017	5469631 05/15/2018
8.	Keefe Group, LLC	MARKET SQUARE BAKERY	87649491 10/17/2017	5469632 05/15/2018
9.	Keefe Group, LLC	MOON LODGE	87649509 10/17/2017	5469635 05/15/2018
10.	Keefe Group, LLC	NEXT 1	87649524 10/18/2017	5469636 05/15/2018
11.	Keefe Group, LLC	THE WHOLE SHABANG	87650831 10/18/2017	5469648 05/15/2018
12.	Keefe Group, LLC	SWEET FUSIONS DRINK MIXES	87650859 10/18/2017	5469650 05/15/2018
13.	Keefe Group, LLC	CACTUS ANNIE'S	87649446 10/17/2017	5485511 06/05/2018
14.	Keefe Group, LLC	KEEFE KITCHENS	87751493 01/11/2018	5535785 08/07/2018
15.	Keefe Group, LLC	CACTUS ANNIE'S	87649434 10/17/2017	5559402 09/11/2018
16.	Keefe Group, LLC	SQUEEZ-UMS	87740853 01/02/2018	5530168 07/31/2018
17.	Keefe Group, LLC	AMP'D	87632499 10/03/2017	5620229 12/04/2018
18.	Keefe Group, LLC	CLEAR CHOICE	87906906 05/03/2018	5642141 01/01/2019
19.	Keefe Group, LLC	POWER UP	87905625 05/03/2018	Pending
20.	Keefe Group, LLC	PRO TECTION	87906892 05/03/2018	Pending
21.	Keefe Group, LLC	SEVILLA	87906934 05/03/2018	Pending
22.	Keefe Group, LLC	PARAMOUNT DAIRY FARMS	87905574 05/03/2018	Pending
23.	Keefe Group, LLC	BRUSHYCREEK	87906677 05/03/2018	Pending