

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Trademark Security Agreement	
CONVEYING PARTY DATA			
Name		Formerly	Execution Date
J.T. Davenport & Sons, Inc.			02/14/2014
			CORPORATION: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:		JPMorgan Chase Bank, N.A.	
Street Address:		2200 Ross Avenue, 9th Floor	
City:		Dallas	
State/Country:		TEXAS	
Postal Code:		75201	
Entity Type:		National Association: UNITED STATES	
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2826476		
Registration Number:	2880451	COASTERS	
Registration Number:	2974649		
CORRESPONDENCE DATA			
Fax Number:		2027393001	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:		202-739-3000	
Email:		jennifer.evans@morganlewis.com	
Correspondent Name:		Morgan, Lewis & Bockius LLP	
Address Line 1:		1111 Pennsylvania Avenue, NW	
Address Line 4:		Washington, DISTRICT OF COLUMBIA 20004	
ATTORNEY DOCKET NUMBER:		066397-0469	
NAME OF SUBMITTER:		Jennifer C. Evans	

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Signature:	/jce/
Date:	02/21/2014
Total Attachments: 4 source=JPM_Core-Mark - Trademark Security Agreement (J. T. Davenport)#page1.tif source=JPM_Core-Mark - Trademark Security Agreement (J. T. Davenport)#page2.tif source=JPM_Core-Mark - Trademark Security Agreement (J. T. Davenport)#page3.tif source=JPM_Core-Mark - Trademark Security Agreement (J. T. Davenport)#page4.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 14th day of February, 2014, between J. T. DAVENPORT & SONS, INC., a North Carolina corporation ("Grantor"), and JPMORGAN CHASE BANK, N.A., in its capacity as Administrative Agent for the Lenders (together with its successors, "Administrative Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of October 12, 2005 (as amended, restated, supplemented or otherwise modified from time to time, including all schedules thereto, the "Credit Agreement") among Grantor and each of its affiliates that are signatory thereto, as borrowers ("Borrowers"), the lenders party thereto as "Lenders" ("Lenders") and Administrative Agent, the Lenders have agreed to make certain financial accommodations available to Borrowers pursuant to the terms and conditions thereof; and

WHEREAS, the Lenders have agreed to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Borrowers shall have executed and delivered to Administrative Agent, for the benefit of Lenders, that certain Pledge and Security Agreement dated as of October 12, 2005 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Administrative Agent, for the benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Credit Agreement, as applicable.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Administrative Agent, for the benefit of the Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks, including those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (d) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any license agreement or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any license agreement.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Administrative Agent, for the benefit of the Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of 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.

4. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Administrative Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section 4, Grantor hereby authorizes Administrative Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Trademark Security Agreement by signing any such counterpart.

[SIGNATURE PAGE FOLLOWS]

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

J. T. DAVENPORT & SONS, INC.
a North Carolina corporation.

By: Gregory P. Antholzner
Name: Gregory P. Antholzner
Title: Treasurer and Secretary

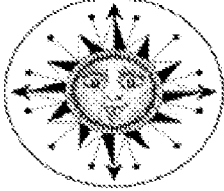
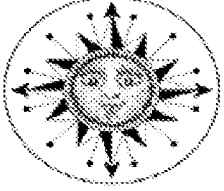
ACCEPTED AND ACKNOWLEDGED BY:

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

By: James Fallaway
Name: James Fallaway
Title: VP

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Mark	Country	App. No.	App. Date	Reg. No.	Reg. Date	Status
COASTERS (Service Mark)	United States	78/133373	6/5/2002	2835382	4/20/2004	Registered
	United States	78/150326	8/2/2002	2826476	3/23/2004	Registered
COASTERS (Trademark)	United States	78/975117	6/5/2002	2880451	8/31/2004	Registered
	United States	78/975185	8/2/2002	2974649	7/19/2005	Registered