

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM307358

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement (Senior Subordinated Loan)
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
KIMCO FACILITY SERVICES, LLC		06/06/2014	LIMITED LIABILITY COMPANY: GEORGIA

RECEIVING PARTY DATA

Name:	Fifth Third Bank
Street Address:	38 Fountain Square Plaza, MD 10904F
Internal Address:	Attn: Mezzanine Finance Group
City:	Cincinnati
State/Country:	OHIO
Postal Code:	45263
Entity Type:	Banking Corporation: OHIO

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	1694869	KIMCO
Registration Number:	1686752	KIMCO

CORRESPONDENCE DATA

Fax Number: 2025339099
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: 202-467-8800
Email: jsplantanida@vorys.com, dharcher@vorys.com
Correspondent Name: Vorys, Sater, Seymour and Pease LLP
Address Line 1: P.O. Box 2255 -- IPLAW@Vorys
Address Line 2: Attn: Tanya Marie Curcio
Address Line 4: Columbus, OHIO 43216-2255

ATTORNEY DOCKET NUMBER:	005252-1036/1707/TSASUB
NAME OF SUBMITTER:	Julie S. Piantanida
SIGNATURE:	/julie piantanida/
DATE SIGNED:	06/11/2014

Total Attachments: 5

CH \$65.00 1694869

source=Trademark Security Agreement - Senior Sub._1#page1.tif
source=Trademark Security Agreement - Senior Sub._1#page2.tif
source=Trademark Security Agreement - Senior Sub._1#page3.tif
source=Trademark Security Agreement - Senior Sub._1#page4.tif
source=Trademark Security Agreement - Senior Sub._1#page5.tif

A FIFTH THIRD BANCORP BANK**TRADEMARK SECURITY AGREEMENT**

(Short Form - Senior Subordinated Loan)

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of June 6, 2014 (the "Effective Date"), to be effective on and after the Effective Time of the Merger (as defined in the Credit Agreement, which is defined below), is entered into by and between **KIMCO FACILITY SERVICES, LLC**, a Georgia limited liability company ("Debtor"), whose principal place of business and mailing address is 6055 Lakeside Commons Drive, Suite 440, Macon, GA 31210, and **FIFTH THIRD BANK**, an Ohio banking corporation ("Lender"), for itself and as agent for each affiliate of Fifth Third Bancorp (collectively, "Secured Party"), with an office at 38 Fountain Square Plaza, MD #10904F, Cincinnati, Ohio 45263, Attention: Mezzanine Finance Group, and is as follows:

WHEREAS, Lender and Debtor (as successor by merger to Kimco Acquisition, LLC, a Georgia limited liability company) are parties to a Senior Subordinated Credit Agreement dated of even date herewith (as may be amended, renewed, consolidated, restated or replaced from time to time, the "Credit Agreement");

WHEREAS, Lender and Debtor are parties to an Amended and Restated Security Agreement dated of even date herewith (as may be amended, renewed, consolidated, restated or replaced from time to time, the "Security Agreement");

WHEREAS, pursuant to the terms of the Security Agreement, Debtor has granted to Secured Party a continuing security interest in and to, and Lien on, all of its "Collateral" as that term is defined in the Security Agreement, to secure the full, prompt and complete payment and performance of the "Obligations" as that term is defined in the Credit Agreement;

NOW, THEREFORE, in consideration of the mutual agreements set forth herein and in the Credit Agreement, Debtor hereby grants and, as applicable, re-grants to Secured Party a continuing security interest in all of the Trademark Collateral as defined below.

The collateral in which a security interest and Lien is hereby granted (all of the following being, collectively, the "Trademark Collateral") comprises collectively all of Debtor's right, title and interest in and to: (a) all now or in the future owned or existing trademarks, service marks, trademark or service mark registrations, trade names, and trademark or service mark applications, including each mark, registration, and application listed on Schedule I attached hereto and made a part hereof (the property in this item (a) that are owned by Debtor being, collectively, the "Trademarks"); (b) all renewals of each of the Trademarks; (c) all income, royalties, damages and payments now or in the future due or payable under or with respect to any and all Trademarks, including damages and payments for past and future infringements of any and all Trademarks; (d) all rights to sue for past, present and future infringements of any and all Trademarks; (e) all rights corresponding to each of the Trademarks throughout the world; and (f) all rights of Debtor as licensor or licensee under, and with respect to, all Trademarks; together in each case of clauses (a) through (f) with the goodwill of Debtor's business in connection with the

use of, and symbolized by, the foregoing. Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement is intended to be, or may be construed to be, an assignment of any intent to use trademark applications for which a statement of use has not been filed with, and accepted by, the U.S. Patent and Trademark Office or any intellectual property rights for which the grant of a Lien on such rights would result in a material loss of rights, the cancellation or voiding of such rights.

Debtor hereby authorizes Secured Party to file with the United States Patent and Trademark Office a copy of this Agreement and any amendments thereto or any document which may be required by the United States Patent and Trademark Office.

Any capitalized term used but not defined herein shall have the meaning ascribed thereto in the Credit Agreement or, if not defined therein, shall have the meaning ascribed thereto in the Security Agreement. This security interest is granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement and is subject to limitations set forth therein. In the event of any conflict between any provision of this Agreement and any provision of the Security Agreement, the Security Agreement will govern. Each of Debtor and Secured Party hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Nothing herein shall be construed to supersede, or to have merged into, the Security Agreement or any of the FTSF Senior Debt Documents, all of which will remain in full force and effect.

[Signature Page Follows]

IN WITNESS WHEREOF, Secured Party and Debtor, intending to be legally bound, have executed and delivered this Agreement by their duly authorized officers as of the Effective Date, to be effective on and after the Effective Time of the Merger

KIMCO FACILITY SERVICES, LLC

By: 

Mark W Horn, President

FIFTH THIRD BANK

By: _____

David J Williams, Senior Vice President

SIGNATURE PAGE TO
TRADEMARK SECURITY AGREEMENT
(SHORT FORM - SENIOR SUBORDINATED LOAN)

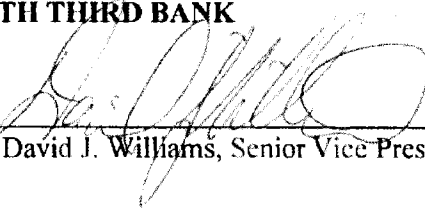
TRADEMARK
REEL: 005300 FRAME: 0948

IN WITNESS WHEREOF, Secured Party and Debtor, intending to be legally bound, have executed and delivered this Agreement by their duly authorized officers as of the Effective Date, to be effective on and after the Effective Time of the Merger.

KIMCO FACILITY SERVICES, LLC

By: _____
Mark W. Horn, President

FIFTH THIRD BANK

By:  _____
David J. Williams, Senior Vice President

SCHEDULE I

TRADEMARKS

<u>Mark</u>	<u>Owner</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
Service mark KIMCO (& Design)	Kimco Facilities Services Corporation	1694869	June 16, 1992
Service mark KIMCO	Kimco Facilities Services Corporation	1686752	May 12, 1992