TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM341985

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	First Lien Security Agreement
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The CIMA Companies, Inc.		05/19/2015	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT
Street Address:	10 S, Dearborn
Internal Address:	7th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	a national banking association: UNITED STATES

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	0960105	CIMA
Registration Number:	1397938	CIMA THE CIMA COMPANIES, INC.
Registration Number:	1958659	CIMA
Registration Number:	4142726	CIMAWORLD
Registration Number:	4197403	CIMA
Registration Number:	4201191	CIMA

CH $165.00 0960105

CORRESPONDENCE DATA

Fax Number: 2124552502

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: 2124553605
Email: jmull@stblaw.com
Correspondent Name: Genevieve Dorment
Address Line 1: 425 Lexington Avenue
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509265/1909
NAME OF SUBMITTER:	J. Jason Mull

SIGNATURE:	/J. Jason Mull/
DATE SIGNED:	05/20/2015

Total Attachments: 4
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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of May 19, 2015, by The CIMA Companies, Inc. (the "**Grantor**"), in favor of JPMORGAN CHASE BANK, N.A., in its capacity as administrative agent pursuant to the Credit Agreement (as defined in the Security Agreement (as defined below)) (in such capacity, the "**Administrative Agent**").

WITNESSETH:

WHEREAS, the Grantor is party to a First Lien Security Agreement dated as of May 19, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Security Agreement**") in favor of the Administrative Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Administrative 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. The Grantor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of the Grantor:

(a) registered Trademarks of the Grantor listed on Schedule I attached hereto.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in furtherance, and not in limitation, of the security interest 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 Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Administrative Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[Signature pages follow.]

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.

THE CIMA COMPANIES, INC.

By: _____
Name: David J. Tuit
Title: Treasurer

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

By: _____
Name: Claire Shaw
Title: Authorized Officer

Schedule I
Trademark Registrations and Applications

Registrations:

Trademark	Reg. #	Appl. #
CIMA	960,105	72373085
CIMA THE CIMA COMPANIES, INC.	1,397,938	73563632
CIMA	1,958,659	74622324
CIMAWORLD	4,142,726	85437972
CIMA	4,197,403	85477776
CIMA	4,201,191	85437957

Applications:

None