

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM392744

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900367708		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Maxwell Chase Technologies, LLC		06/10/2016	Limited Liability Company: GEORGIA
RECEIVING PARTY DATA			
Name:	Barclays Bank PLC, as Administrative Agent		
Street Address:	388 Market Street		
Internal Address:	Suite 1700		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94111		
Entity Type:	Banking Corporation Organized Under the Laws of England and Wales: NOT PROVIDED		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4643247	ICE WRAP	
Registration Number:	4479770	FRESH-R-PAX	
CORRESPONDENCE DATA			
Fax Number:	2028357586		
<i>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.</i>			
Phone:	2028357500		
Email:	dcip@milbank.com		
Correspondent Name:	Milbank, Tweed, Hadley & McCloy LLP		
Address Line 1:	1850 K St. NW		
Address Line 2:	Suite 1100		
Address Line 4:	Washington, D.C. 20006		
ATTORNEY DOCKET NUMBER:	28804.13100		
NAME OF SUBMITTER:	Javier J. Ramos		
SIGNATURE:	/Javier J. Ramos/		
DATE SIGNED:	07/27/2016		

Total Attachments: 5

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

(Trademark, Trademark Registrations and Trademark Applications)

June 10, 2016

WHEREAS, Maxwell Chase Technologies, LLC, a Georgia limited liability company (herein referred to as the "Grantor") owns the Intellectual Property Collateral (as defined below);

WHEREAS, the Grantor, among others, certain lenders and Barclays Bank PLC, as administrative agent and swingline lender, are parties to a Credit Agreement, dated as of January 29, 2015 (as amended, supplemented, restated or otherwise modified from time to time, the "Credit Agreement"); and

WHEREAS, pursuant to (i) a Security Agreement, dated as of January 29, 2015 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), entered into between, among others, the Grantor and Barclays Bank PLC, as Administrative Agent (in such capacity, the "Administrative Agent", which expression shall include its successors, assigns and transferees) and (ii) certain other Security Agreement Documents (including this Intellectual Property Security Agreement), the Grantor has secured the Secured Obligations (as defined in the Security Agreement) by granting to the Administrative Agent as security trustee for the Secured Parties (as defined in the Security Agreement) a continuing security interest in personal property of the Grantor, including all right, title and interest of the Grantor in, to and under the Intellectual Property Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor grants to the Administrative Agent, to secure the Secured Obligations, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Intellectual Property Collateral"), whether now owned or existing or hereafter acquired or arising:

(i) each Trademark (as defined in the Security Agreement) which is registered or the subject of an application for registration with the United States Patent and Trademark Office, each a "U.S. Trademark", owned by the Grantor, including, without limitation, each United States Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, such Trademark (provided that no security interest shall be granted in United States intent-to-use Trademark applications, prior to the filing and acceptance of a "Statement of Use" or an "Amendment to Allege Use" with respect thereto, 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 Trademark applications or any registrations that issue therefrom under applicable federal law);

(ii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Grantor against third parties for past, present or future unfair competition with, or violation of, intellectual property rights in connection with any injury to, or infringement or dilution of any U.S. Trademark owned by the Grantor (including,

without limitation, any U.S. Trademark identified in Schedule 1 hereto) or for the goodwill associated with any of the foregoing; and

(iii) all causes of action arising prior to or after the date hereof for infringement of any of the U.S. Trademarks or unfair competition regarding the same

The Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Intellectual Property Security Agreement.

The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Administrative Agent pursuant to the Security Agreement. The parties acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Intellectual Property Collateral 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.

This Intellectual Property Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York. The Grantor agrees that any suit for the enforcement of this Intellectual Property Security Agreement may be brought in the courts of the State of New York or any federal court sitting therein and consents to the non-exclusive jurisdiction of such court and to service of process in any such suit being made upon the Grantor by mail at the address specified in the Security Agreement. The Grantor hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

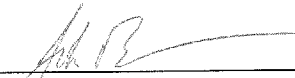
This Intellectual Property Security Agreement may be executed in two or more separate counterparts, each of which shall constitute an original and all of which shall collectively and separately constitute one and the same agreement.

In case of any inconsistencies between the terms of this Intellectual Property Security Agreement and those of the Security Agreement, the Security Agreement shall prevail.

[Remainder of page left blank intentionally; signatures follow.]

IN WITNESS WHEREOF, the Grantor has caused this Intellectual Property Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first written above.

MAXWELL CHASE TECHNOLOGIES, LLC,
AS GRANTOR

By: 
Name: John Belfance
Title: Chief Executive Officer

Acknowledged:

BARCLAYS BANK PLC,
as Administrative Agent

By: _____
Name:
Title:

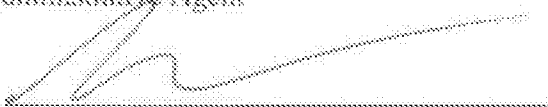
IN WITNESS WHEREOF, the Grantor has caused this Intellectual Property Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first written above.

MAXWELL CHASE TECHNOLOGIES, LLC,
AS GRANTOR

By: _____
Name: John Belfance
Title: Chief Executive Officer

Acknowledged:

BARCLAYS BANK PLC,
as Administrative Agent

By: 
Name: _____
Title: Luke Syme
Assistant Vice President

[Signature Page to Trademark Security Agreement]

SCHEDULE 1

TRADEMARK REGISTRATIONS

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
IceWrap®	4,643,247	11/25/2014
Fresh-R-Pax®	4,479,770	2/11/2014

TRADEMARK APPLICATIONS

None.