

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM407601

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
THE KESSLER ENTERPRISE, INC.		11/22/2016	Corporation: GEORGIA
RECEIVING PARTY DATA			
Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION		
Street Address:	1750 H STREET NW, SUITE 550		
City:	WASHINGTON		
State/Country:	D.C.		
Postal Code:	20006		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	86654564	PLANT RIVERSIDE DISTRICT	
Serial Number:	86169993	PLANT RIVERSIDE	
Serial Number:	86135830	ELECTRIC MOON	
Serial Number:	86453059	THREE MUSES INN	
CORRESPONDENCE DATA			
Fax Number:	2165790212		
<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:	(312) 269-4216		
Email:	pcyngier@jonesday.com		
Correspondent Name:	David E. Woods		
Address Line 1:	77 WEST WACKER DRIVE		
Address Line 2:	JONES DAY		
Address Line 4:	CHICAGO, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	230397-615851		
NAME OF SUBMITTER:	David E. Woods		
SIGNATURE:	/David E. Woods/		
DATE SIGNED:	12/05/2016		
Total Attachments: 10			

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is entered into as of November 22, 2016 by and between THE KESSLER ENTERPRISE, INC., a Georgia corporation ("Grantor") and WELLS FARGO BANK, NATIONAL ASSOCIATION, as administrative agent for the Lenders referred to below (in such capacity, together with its successors and assigns in such capacity, the "Administrative Agent").

WITNESSETH:

WHEREAS, Plant Riverside, LLC, a Delaware limited liability company ("Borrower"), Administrative Agent and certain financial institutions (the "Lenders") are parties to that certain Senior Loan Agreement dated as of the date hereof (as the same may hereafter be modified, amended, restated or supplemented from time to time, the "Loan Agreement"), pursuant to which the Lenders have agreed to make the Loan to Borrower;

WHEREAS, Grantor is an affiliate of Borrower and will benefit from the Loan to be made by Lenders to Borrower;

WHEREAS, the Lenders have required the Grantor to execute and deliver this Agreement (i) in order to secure the prompt and complete payment, observance and performance of all of the obligations under the Loan Agreement, and (ii) as a condition precedent to the making of the Loan, advances and any other financial accommodations by the Lenders under the Loan Agreement.

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

1. Defined Terms.

(i) Unless otherwise defined herein, each capitalized term used herein that is defined in the Loan Agreement shall have the meaning specified for such term in the Loan Agreement.

(ii) The words "hereof," "herein" and "hereunder" and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section references are to this Agreement unless otherwise specified.

(iii) All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural, and vice versa, unless otherwise specified.

2. Incorporation of Premises. The premises set forth above are incorporated into this Agreement by this reference thereto and are made a part hereof.

3. Security Interest in Trademarks. To secure the complete and timely payment, performance and satisfaction of all of the obligations under the Loan Agreement and

other Loan Documents, Grantor hereby grants to the Administrative Agent, for the benefit of the Lenders, a security interest, to the extent of Grantor's interest, in, as and by way of a first mortgage and security interest having priority over all other security interests (other than Permitted Liens), with power of sale to the extent permitted by applicable law, Grantor's now owned or existing:

(i) trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications listed on Schedule A attached hereto and made a part hereof, and (a) all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (c) the right to sue for past, present and future infringements and dilutions thereof, (d) the goodwill of Grantor's business symbolized by the foregoing and connected therewith, and (e) all of Grantor's rights corresponding thereto throughout the world (all of the foregoing trademarks, registered trademarks and trademark applications, and service marks, registered service marks and service mark applications, together with the items described in clauses (a)-(e) in this paragraph 3(i), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); and

(ii) rights under or interests in the trademark license agreement with Borrower listed on Schedule B attached hereto and made a part hereof, together with any goodwill connected with and symbolized by such trademark license agreement, and after the occurrence and during the continuance of a Default the right to prepare for sale and sell any and all inventory now or hereafter owned by Grantor and now or hereafter covered by such license (all of the foregoing are hereinafter referred to collectively as the "License").

Notwithstanding the foregoing or anything herein or in any other Loan Document to the contrary, nothing hereunder or thereunder constitutes or shall be deemed to constitute the grant of a security interest in favor of the Administrative Agent or any Lender with respect to Grantor's interest in any (i) intent-to-use trademark applications or service mark applications (including any such application filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051) 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 application or service mark application under applicable law, or (ii) License, contract right, license agreement, or any other general intangible (each such License, contract right, license agreement and other general intangible being hereinafter referred to as "Excluded Property"), if the granting of a security interest therein by Grantor to the Administrative Agent or any Lender is prohibited by the terms and provisions of the agreement, document or instrument creating, evidencing or granting a security interest in such Excluded Property or rights related thereto, and any required third party consent for such granting is not obtained; provided, however, that if and when the prohibition which prevents the granting by Grantor to the Administrative Agent of a security interest in any Excluded Property is removed or otherwise terminated or the required third party consent for such granting is obtained, the Administrative Agent will be deemed to have, and at all times to have had, a security interest in such Excluded Property.

4. Restrictions on Future Agreements. Except as otherwise permitted by the Loan Agreement, Grantor shall not, without the Administrative Agent's prior written consent, enter into any agreement, including, without limitation, any license agreement, which is inconsistent with this Agreement or the other Loan Documents, and Grantor further agrees that it will not take any action, and will use its commercially reasonable best efforts not to permit any action to be taken by others, including, without limitation, licensees, or fail to take any action, which would in any material respect affect the validity or enforcement of the rights transferred to the Administrative Agent under this Agreement or the rights associated with the Trademarks or License.

5. New Trademarks and License. Grantor represents and warrants that, as of the date hereof: (i) the Trademarks listed on Schedule A include four of the foreign and domestic registered trademarks, trademark applications, registered service marks and service mark applications owned or held by Grantor and licensed to Borrower pursuant to the License and (ii) no liens, claims or security interests in such Trademarks and License have been granted by Grantor to any Person other than Borrower or Administrative Agent.

6. Royalties. Grantor hereby agrees that the use by the Administrative Agent of the Trademarks and License as authorized hereunder in connection with the Administrative Agent's exercise of its rights and remedies to the extent expressly permitted under paragraph 14 after the occurrence and during the continuance of a Default shall be coextensive with Grantor's rights thereunder and with respect thereto and without any liability for royalties or other related charges from the Administrative Agent or any other Lender to Grantor.

7. Further Assignments. Grantor agrees not to sell or assign its respective interests in any Trademarks or the License or grant any exclusive license under the Trademarks without the prior written consent of the Administrative Agent.

8. Nature and Continuation of the Administrative Agent's Security Interest; Termination of the Administrative Agent's Security Interest. This Agreement is made for collateral security purposes only. Subject to paragraph 3, this Agreement shall create a continuing security interest in the Trademarks and License and shall terminate only when the Borrower's obligations under the Loan Documents have been paid in full. When this Agreement has terminated, the Administrative Agent shall promptly execute and deliver to Grantor, at Grantor's expense, all termination statements and other instruments and take such other actions as may be necessary or proper to terminate the Administrative Agent's security interest in the Trademarks and the License, subject to any disposition thereof which may have been made by the Administrative Agent pursuant to this Agreement.

9. Duties of the Grantors. Grantor shall have the duty, to the extent reasonably necessary in the normal conduct of Grantor's business, as determined in the reasonable discretion of Grantor, to reasonably prosecute diligently any trademark application or service mark application that is part of the Trademarks pending as of the date hereof or hereafter until the termination of this Agreement. Grantor further agrees: (i) not to abandon any Trademark or License to the extent such Trademark or License is reasonably necessary in the normal conduct of Grantor's business, as determined in the reasonable discretion of Grantor, without the prior written consent of the Administrative Agent, which consent shall not be

unreasonably withheld, and (ii) to use commercially reasonable efforts to maintain in full force and effect the Trademarks and the License that are or shall be reasonably necessary, as determined in the Grantor's reasonable discretion, in the operation of Grantor's business. Any expenses incurred in connection with the foregoing shall be borne by the Grantor. Neither the Administrative Agent nor any of the Lenders shall have any duty with respect to the Trademarks and License, except that neither Administrative Agent nor Lenders shall violate the terms of this Agreement. Without limiting the generality of the foregoing, neither the Administrative Agent nor any of the Lenders shall be under any obligation to take any steps necessary to preserve rights in the Trademarks or License against any other parties, but the Administrative Agent may do so at its option from and after the occurrence of a Default, and all reasonable expenses incurred in connection therewith shall be for the sole account of the Grantor and shall be added to the obligations under the Loan Documents secured hereby.

10. The Administrative Agent's Right to Sue. Following the occurrence and during the continuance of a Default, the Administrative Agent shall have the right, but shall not be obligated, to bring suit in its own name to enforce the Trademarks and the License and, if the Administrative Agent shall commence any such suit, Grantor shall, at the request of the Administrative Agent, do any and all lawful acts and execute any and all proper documents reasonably required by the Administrative Agent in aid of such enforcement. The Grantor shall, upon demand, promptly reimburse the Administrative Agent for all reasonable costs and expenses incurred by the Administrative Agent in the exercise of its rights under this paragraph 10 (including, without limitation, reasonable fees and expenses of attorneys and paralegals for the Administrative Agent).

11. Waivers. The Administrative Agent's failure, at any time or times hereafter, to require strict performance by any Grantor of any provision of this Agreement shall not waive, affect or diminish any right of the Administrative Agent thereafter to demand strict compliance and performance therewith nor shall any course of dealing between any Grantor and the Administrative Agent have such effect. No single or partial exercise of any right hereunder shall preclude any other or further exercise thereof or the exercise of any other right. None of the undertakings, agreements, warranties, covenants and representations of any Grantor contained in this Agreement shall be deemed to have been suspended or waived by the Administrative Agent unless such suspension or waiver is in writing signed by an officer of the Administrative Agent and directed to the Grantor specifying such suspension or waiver.

12. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but the provisions of this Agreement are severable. If any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part hereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

13. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in paragraph 5 hereof or by a writing signed by the parties hereto.

14. Cumulative Remedies; Power of Attorney. Following the occurrence and during the continuance of a Default, Grantor hereby irrevocably designates, constitutes and appoints the Administrative Agent (and all Persons designated by the Administrative Agent in its sole and absolute discretion) as Grantor's true and lawful attorney-in-fact, and authorizes the Administrative Agent and any of the Administrative Agent's designees, in Grantor's or the Administrative Agent's name, to take any action and execute any instrument which the Administrative Agent may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation, after the giving by the Administrative Agent of written notice to Grantor of the Administrative Agent's intention to enforce its rights and claims against Grantor, to: (i) endorse Grantor's name on all applications, documents, papers and instruments necessary or otherwise desirable for the Administrative Agent in the use of the Trademarks or the License; (ii) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks or the License to anyone on commercially reasonable terms; (iii) grant or issue any exclusive or nonexclusive license under the Trademarks or, to the extent permitted, under the License to anyone, on commercially reasonable terms; and (iv) take any other actions with respect to the Trademarks or the License as the Administrative Agent deems in its own or the Lenders' best interest. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until all of Borrower's obligations under the Loan Documents shall have been paid in full. Grantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of the Administrative Agent or the other Lenders, but rather is intended to facilitate the exercise of such rights and remedies.

The Administrative Agent shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks or the License may be located or deemed located. Upon the occurrence and during the continuance of a Default and the election by the Administrative Agent to exercise any of its remedies under the Uniform Commercial Code with respect to the Trademarks and License, Grantor agrees to assign, convey and otherwise transfer title in and to the Trademarks and the License to the Administrative Agent or any transferee of the Administrative Agent and to execute and deliver to the Administrative Agent or any such transferee all such agreements, documents and instruments as may be necessary, in the Administrative Agent's sole discretion, to effect such assignment, conveyance and transfer. All of the Administrative Agent's rights and remedies with respect to the Trademarks and the License, whether established hereby, by any other agreements or by law, shall be cumulative and may be exercised separately or concurrently. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence and during the continuance of a Default, the Administrative Agent may exercise any of the rights and remedies provided in this Agreement and any of the other Loan Documents. Grantor agrees that any notification of intended disposition of any of the Trademarks and License required by law shall be deemed reasonable and properly given if given at least ten (10) days before such disposition. Notwithstanding anything herein to the contrary, in no event shall the rights and remedies of the Administrative Agent, any Lender or any of their respective designees or representatives, granted hereunder or any other Loan Document, be construed to permit any such Person to take any action or fail to act in violation of any law or the terms and conditions of any License or other

agreement or document covering any of the collateral granted to the Administrative Agent hereunder.

15. Successors and Assigns. This Agreement shall be binding upon Grantor and its successors and assigns, and shall inure to the benefit of each of the Lenders and their respective nominees, successors and assigns. Grantor's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession of or for Grantor; provided, however, except as otherwise permitted by the Loan Agreement, that Grantor shall not voluntarily assign or transfer its rights or obligations hereunder without the Administrative Agent's prior written consent.

16. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK PURSUANT TO SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVES ANY CLAIM TO ASSERT THAT THE LAW OF ANY OTHER JURISDICTION GOVERNS THIS AGREEMENT. EACH OF THE PARTIES HERETO CONSENTS TO THE JURISDICTION OF ANY STATE OR FEDERAL COURT WITHIN THE STATE OF NEW YORK OR STATE OF GEORGIA HAVING PROPER VENUE AND ALSO CONSENT TO SERVICE OF PROCESS BY ANY MEANS AUTHORIZED BY THE STATE OF NEW YORK OR FEDERAL LAW..

17. Notices. All notices or other communications hereunder shall be given in the manner and to the addresses set forth in the Loan Agreement.

18. Section Titles. The section titles herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

19. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.


20. Merger. This Agreement represents the final agreement of Grantor and the Administrative Agent with respect to the matters contained herein and may not be contradicted by evidence of prior or contemporaneous agreements, or subsequent oral agreements, between any Grantor and the Administrative Agent or any Lender.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

GRANTOR:

THE KESSLER ENTERPRISE, INC.,
a Georgia corporation

By: 
Name: Richard C. Kessler
Its: President

[Signatures Continue on Following Page]

Accepted and agreed to as of the day and year first
above written.

ADMINISTRATIVE AGENT:

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**

By: 

Name: Jennifer A. Dakin

Title: Senior Vice President

Schedule A

to

Trademark Security Agreement

Trademark and Service Mark Applications

MARK	SERIAL NO.	DATE FILED	APPLICANT
PLANT RIVERSIDE DISTRICT	86/654,564	June 8, 2015	The Kessler Enterprise, Inc.
PLANT RIVERSIDE	86/169,993	January 20, 2014	The Kessler Enterprise, Inc.
ELECTRIC MOON	86/135,830	December 5, 2013	The Kessler Enterprise, Inc.
THREE MUSES INN	86/453,059	November 13, 2014	The Kessler Enterprise, Inc.

Schedule B

to

Trademark Security Agreement

License Agreement

1. That certain Trademark License Agreement (PR Marks) between The Kessler Enterprise, Inc. and Plant Riverside, LLC, dated November 22, 2016.