

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM414962

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Keefe Group, LLC		02/01/2017	Limited Liability Company: MISSOURI
Advanced Technologies Group, LLC		02/01/2017	Limited Liability Company: MISSOURI
Courtesy Products, L.L.C.		02/01/2017	Limited Liability Company: MISSOURI
Courtesy Group, L.L.C.		02/01/2017	Limited Liability Company: MISSOURI
Swanson Services Corporation		02/01/2017	Corporation: FLORIDA
Cobra Software Group, L.L.C.		02/01/2017	Limited Liability Company: FLORIDA

RECEIVING PARTY DATA

Name:	Jefferies Finance LLC, as Collateral Agent
Street Address:	520 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 120

Property Type	Number	Word Mark
Registration Number:	1781886	SWANSON INMATE COMMISSARY SERVICES
Registration Number:	1784562	OVERNITE COMMISSARY
Registration Number:	1835064	OFFSITE COMMISSARY
Registration Number:	2150368	S
Registration Number:	2220199	ONSITE COMMISSARY
Registration Number:	2350347	S
Registration Number:	2404722	SWANSON SERVICES CORPORATION
Registration Number:	2407054	SWANSON COLLECTABLES
Registration Number:	2494712	JAIL BIRD
Registration Number:	2500705	MUGGER MOOSE
Registration Number:	2513063	FOXY FELON

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2517916	BOOK'EM BUNNY
Registration Number:	2702759	SGT. SQUIRREL
Registration Number:	2724292	SERGEANT SQUIRREL
Registration Number:	2724293	PENITENTIARY PENGUIN
Registration Number:	2827702	DEPUTY DOLPHIN
Registration Number:	2889227	GANGSTER GATOR
Registration Number:	2961254	BOUNTY HUNTER BUFFALO
Registration Number:	3135696	MISS DA'MEANER MONKEY
Registration Number:	3242131	JAGUAR JAILER
Registration Number:	3557522	CHAIN GANG CHIPMUNK
Registration Number:	3686973	OFFICER OWL
Registration Number:	3898510	HOODLUM HIPPO
Registration Number:	4013865	DETECTIVE DOBERMAN
Registration Number:	4178504	CHUCKWAGON CAFE
Registration Number:	4246038	BAIL JUMPER BILLY
Registration Number:	4397094	BAIL JUMPER BILLY
Registration Number:	4478606	BILLY BREW
Registration Number:	4584397	SHERIFF STALLION
Registration Number:	4771993	GAMBLIN' GIRAFFE
Registration Number:	2471991	COBRA SOFTWARE GROUP
Registration Number:	2697977	COBRA SOFTWARE GROUP
Registration Number:	2724294	COBRA BANKER
Registration Number:	1596703	E.Z. DIGBY'S
Registration Number:	1625518	CRAWFORD
Registration Number:	1872923	K
Registration Number:	1943352	KEEFE
Registration Number:	1947824	HERITAGE
Registration Number:	1958201	KEEFE COMMISSARY NETWORK
Registration Number:	2024270	CACTUS ANNIE'S
Registration Number:	2302004	ACCESS
Registration Number:	2302528	SECUREPAK
Registration Number:	2387121	SOREN
Registration Number:	2388701	UNCANNY TASTE AND CONVENIENCE
Registration Number:	2392246	FRESH CATCH
Registration Number:	2568226	UNCANNY TASTE AND CONVENIENCE
Registration Number:	2595344	BRUSHY CREEK
Registration Number:	2626027	UNCANNY TASTE AND CONVENIENCE
Registration Number:	2640390	FRESH CATCH

Property Type	Number	Word Mark
Registration Number:	2782904	MOON LODGE
Registration Number:	2898223	SQUEEZ-UMS
Registration Number:	3066791	POWER-UP
Registration Number:	3101966	PRO-TECTION
Registration Number:	3128174	COOL WAVE
Registration Number:	3149475	KEEFE GROUP
Registration Number:	3166827	THAI PALACE
Registration Number:	3179539	CENTRICSTORE
Registration Number:	3213115	TOKYO DINER
Registration Number:	3225765	THAI PALACE
Registration Number:	3231082	BRUSHY CREEK
Registration Number:	3259899	K
Registration Number:	3261117	KEEFE KITCHENS
Registration Number:	3286439	KEEFE KITCHENS
Registration Number:	3286440	KEEFE KITCHENS QUALITY PRODUCTS
Registration Number:	3286441	KEEFE KITCHENS QUALITY PRODUCTS
Registration Number:	3333491	K KEEFE GROUP
Registration Number:	3363235	CITY COW
Registration Number:	3522438	ION3
Registration Number:	3811789	ACCESS SECURE DEPOSITS
Registration Number:	3839347	ACCESS TO ENTERTAINMENT
Registration Number:	3891999	ACCESS SECUREPAK
Registration Number:	3908573	SEVILLA
Registration Number:	3929105	ZIPPY CAKES
Registration Number:	4006772	V4ORCE
Registration Number:	4038770	CLEAR CHOICE
Registration Number:	4042309	CLEAR CHOICE
Registration Number:	4154386	GOLDEN VALLEY SNACKS A TASTE OF HOME
Registration Number:	4175016	THE WHOLE SHABANG
Registration Number:	4194918	ACCESS CORRECTIONS
Registration Number:	4206362	DATA DETECTIVE
Registration Number:	4230351	THE EDGE
Registration Number:	4301658	ACCESS SECURE INTAKE
Registration Number:	4310322	ZIPPY COOKIES
Registration Number:	4346993	AMP'D
Registration Number:	4395501	EXPRESS KART
Registration Number:	4432189	SECUREWARDS
Registration Number:	4495052	ACCESS SECURE RELEASE

Property Type	Number	Word Mark
Registration Number:	4501953	ACCESS SECURE MAIL
Registration Number:	4533797	PARAMOUNT DAIRY FARMS
Registration Number:	4550186	SWEET FUSIONS
Registration Number:	4665689	KEEFE SUPPLY COMPANY
Registration Number:	4746519	GOLDEN VALLEY CEREALS A TASTE OF HOME
Registration Number:	4834658	MAXX PRO
Registration Number:	4905291	NEW LEAF A HEALTHIER ALTERNATIVE
Registration Number:	4922453	CYBERSUITE
Registration Number:	4980737	ACCESS SECURE PHOTO
Registration Number:	4989051	KEEFE COFFEE
Registration Number:	4993544	NEXT 1
Registration Number:	4998734	THE EDGE TABLET
Registration Number:	4998754	WHOLE SHABANG
Registration Number:	5003452	K KEEFE GROUP
Registration Number:	5003473	K
Registration Number:	5003474	K KEEFE COMMISSARY NETWORK
Registration Number:	5003475	K KEEFE SUPPLY COMPANY
Registration Number:	5060128	
Registration Number:	5109426	WHOLESHABANG.COM
Registration Number:	5122049	ACCESS SECURE PAYMENTS
Registration Number:	5129442	GOLDEN VALLEY CEREALS
Registration Number:	4900127	ADVANCED TECHNOLOGIES GROUP
Registration Number:	3478221	"THE" ONE CUP!
Registration Number:	4283385	SNAPBREW
Registration Number:	1552741	CAFE VALET
Registration Number:	5054935	CAFE VALET
Registration Number:	728216	COURTESY
Registration Number:	2515046	VOYAGER
Registration Number:	2558692	VOYAGER
Registration Number:	2667953	COURTESY PRODUCTS
Registration Number:	2783348	CV1
Serial Number:	86202203	ATG
Serial Number:	87313650	ACCESS SECUREPAK

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 800-713-0755

Email: Michael.Violet@wolterskluwer.com
Correspondent Name: Michael Violet
Address Line 1: 4400 Easton Commons Way
Address Line 2: Suite 125
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER: Elaine Carrera

SIGNATURE: /Elaine Carrera/

DATE SIGNED: 02/06/2017

Total Attachments: 12

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GRANT OF SECURITY INTEREST
IN TRADEMARKS

This Grant of Security Interest in Trademarks, dated as of February 1, 2017 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, this “Agreement”), is made by the entities identified as grantors on the signature pages hereto (collectively, the “Grantors”) in favor of Jefferies Finance LLC, as collateral agent, (the “Collateral Agent”).

THIS GRANT is made to secure the payment or performance, as the case may be, in full of the Secured Obligations, as such term is defined in the Second Lien Security Agreement among the Grantors, the other assignors from time to time party thereto and the Collateral Agent, dated as of February 1, 2017 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “Security Agreement”).

NOW THEREFORE, IN CONSIDERATION OF THE FOREGOING AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, the Grantors hereby agree with the Collateral 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

SECTION 2.1 Each Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in, all right, title or interest in, to or under any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “Trademark Collateral”); provided that the Trademark Collateral shall not include any Excluded Assets:

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, the goodwill of the business symbolized thereby or associated therewith, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule A attached hereto, (b) all rights and privileges arising under applicable Law with respect to such Grantor’s use of any trademarks, (c) all extensions and renewals thereof and amendments thereto, (d) all income, fees, royalties, damages and payments now and hereafter due and/or payable with respect to any of the foregoing, including damages, claims and payments for past, present or future infringements or dilutions thereof, (f) all rights to sue for past, present or future infringements or dilutions thereof and (g) all rights corresponding thereto throughout the world.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof include, any applications in the United States Patent and Trademark Office to register Trademarks or service marks on the basis of any Grantor's "intent to use" such Trademarks or service marks applications unless and until a "Statement of Use" or "Amendment to Allege Use" has been filed and accepted in the United States Patent and Trademark Office(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" application under applicable federal law) whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Trademark Collateral.

SECTION 3. Security Agreement.

This Grant has been granted in conjunction with the security interest granted to the Collateral Agent under the Security Agreement. The rights and remedies of the Collateral Agent with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern,

SECTION 4. Governing Law

THIS AGREEMENT AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW PRINCIPLES THAT WOULD APPLY THE LAWS OF ANOTHER JURISDICTION.

SECTION 5. Counterparts

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

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KEEFE GROUP, LLC
ADVANCED TECHNOLOGIES GROUP, LLC
COURTESY PRODUCTS, L.L.C.

COURTESY GROUP, L.L.C.
SWANSON SERVICES CORPORATION
COBRA SOFTWARE GROUP, L.L.C.

By: 

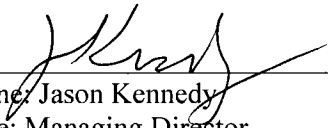
Name: James M. Theiss

Title: President and Chief Executive Officer

[Signature Page to Second Lien Trademark Security Agreement]


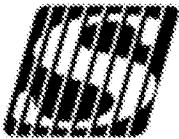
TRADEMARK
REEL: 005982 FRAME: 0768


JEFFERIES FINANCE LLC, as Collateral Agent




By: 
Name: Jason Kennedy
Title: Managing Director

Schedule A

U.S. Trademark Registrations


<u>Registrant</u>	<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
Swanson Services Corporation	SWANSON INMATE COMMISSARY SERVICES	7/13/1993	1781886
Swanson Services Corporation	OVERNITE COMMISSARY	7/27/1993	1784562
Swanson Services Corporation	OFFSITE COMMISSARY	5/3/1994	1835064
Swanson Services Corporation	S and Design 	4/14/1998	2150368
Swanson Services Corporation	ONSITE COMMISSARY	1/26/1999	2220199
Swanson Services Corporation	S and Design 	5/16/2000	2350347
Swanson Services Corporation	SWANSON SERVICES CORPORATION	11/14/2000	2404722
Swanson Services Corporation	SWANSON COLLECTABLES	11/21/2000	2407054
Swanson Services Corporation	JAIL BIRD	10/2/2001	2494712
Swanson Services Corporation	MUGGER MOOSE	10/23/2001	2500705
Swanson Services Corporation	FOXY FELON	11/27/2001	2513063
Swanson Services Corporation	BOOK'EM BUNNY	12/11/2001	2517916
Swanson Services Corporation	SGT. SQUIRREL	4/1/2003	2702759
Swanson Services Corporation	SERGEANT SQUIRREL	6/10/2003	2724292
Swanson Services Corporation	PENITENTIARY PENGUIN	6/10/2003	2724293
Swanson Services Corporation	DEPUTY DOLPHIN	3/30/2004	2827702
Swanson Services Corporation	GANGSTER GATOR	9/28/2004	2889227
Swanson Services Corporation	BOUNTY HUNTER	6/7/2005	2961254

Corporation	BUFFALO		
Swanson Services Corporation	MISS DA'MEANER MONKEY	8/29/2016	3135696
Swanson Services Corporation	JAGUAR JAILER	5/15/2007	3242131
Swanson Services Corporation	CHAIN GANG CHIPMUNK	1/6/2009	3557522
Swanson Services Corporation	OFFICER OWL	9/22/2009	3686973
Swanson Services Corporation	HOODLUM HIPPO	1/4/2011	3898510
Swanson Services Corporation	DETECTIVE DOBERMAN	8/16/2011	4013865
Swanson Services Corporation	CHUCKWAGON CAFE	7/24/2012	4178504
Swanson Services Corporation	BAIL JUMPER BILLY	11/20/2012	4246038
Swanson Services Corporation	BAIL JUMPER BILLY	9/3/2013	4397094
Swanson Services Corporation	BILLY BREW	2/4/2014	4478606
Swanson Services Corporation	SHERIFF STALLION	8/12/2014	4584397
Swanson Services Corporation	GAMBLIN' GIRAFFE	7/14/2015	4771993
Cobra Software Group, LLC	COBRA SOFTWARE GROUP	7/24/2001	2471991
Cobra Software Group, LLC	COBRA SOFTWARE GROUP and Design	3/18/2003	2697977
Cobra Software Group, LLC	COBRA BANKER	6/10/2003	2724294
Keefe Group, LLC	E.Z. DIGBY'S	5/15/1990	1596703
Keefe Group, LLC	CRAWFORD	12/4/1990	1625518
Keefe Group, LLC	K and Design 	1/10/1995	1872923
Keefe Group, LLC	KEEFE	12/26/1995	1943352
Keefe Group, LLC	HERITAGE	1/16/1996	1947824
Keefe Group, LLC	KEEFE COMMISSARY NETWORK	2/27/1996	1958201
Keefe Group, LLC	CACTUS ANNIE'S	12/17/1996	2024270
Keefe Group, LLC	ACCESS	12/21/1999	2302004
Keefe Group, LLC	SECUREPAK	12/21/1999	2302528
Keefe Group, LLC	SOREN	9/19/2000	2387121
Keefe Group, LLC	UNCANNY TASTE AND CONVENIENCE	9/19/2000	2388701

Keefe Group, LLC	FRESH CATCH	10/3/2000	2392246
Keefe Group, LLC	UNCANNY TASTE AND CONVENIENCE	5/7/2002	2568226
Keefe Group, LLC	BRUSHY CREEK	7/16/2002	2595344
Keefe Group, LLC	UNCANNY TASTE AND CONVENIENCE	9/24/2002	2626027
Keefe Group, LLC	FRESH CATCH	10/22/2002	2640390
Keefe Group, LLC	MOON LODGE	11/11/2003	2782904
Keefe Group, LLC	SQUEEZ-UMS	10/26/2004	2898223
Keefe Group, LLC	POWER-UP	3/7/2006	3066791
Keefe Group, LLC	PRO-TECTION	6/6/2006	3101966
Keefe Group, LLC	COOL WAVE	8/8/2006	3128174
Keefe Group, LLC	KEEFE GROUP	9/26/2006	3149475
Keefe Group, LLC	THAI PALACE	10/31/2006	3166827
Keefe Group, LLC	CENTRICSTORE and Design	12/5/2006	3179539
Keefe Group, LLC	TOKYO DINER	2/27/2007	3213115
Keefe Group, LLC	THAI PALACE	4/3/2007	3225765
Keefe Group, LLC	BRUSHY CREEK	4/17/2007	3231082
Keefe Group, LLC	K and Design 	7/10/2007	3259899
Keefe Group, LLC	KEEFE KITCHENS	7/10/2007	3261117
Keefe Group, LLC	KEEFE KITCHENS	8/28/2007	3286439
Keefe Group, LLC	KEEFE KITCHENS QUALITY PRODUCTS and Design 	8/28/2007	3286440
Keefe Group, LLC	KEEFE KITCHENS QUALITY PRODUCTS and Design 	8/28/2007	3286441

Keefe Group, LLC	K KEEFE GROUP and Design 	11/13/2007	3333491
Keefe Group, LLC	CITY COW	1/1/2008	3363235
Keefe Group, LLC	ION3 (Stylized) 	10/21/2008	3522438
Keefe Group, LLC	ACCESS SECURE DEPOSITS	6/29/2010	3811789
Keefe Group, LLC	ACCESS TO ENTERTAINMENT	8/24/2010	3839347
Keefe Group, LLC	ACCESS SECUREPAK	12/21/2010	3891999
Keefe Group, LLC	SEVILLA	1/18/2011	3908573
Keefe Group, LLC	ZIPPY CAKES	3/8/2011	3929105
Keefe Group, LLC	V4ORCE	8/2/2011	4006772
Keefe Group, LLC	CLEAR CHOICE	10/11/2011	4038770
Keefe Group, LLC	CLEAR CHOICE	10/18/2011	4042309
Keefe Group, LLC	GOLDEN VALLEY SNACKS A TASTE OF HOME and Design 	6/5/2012	4154386
Keefe Group, LLC	THE WHOLE SHABANG	7/17/2012	4175016
Keefe Group, LLC	ACCESS CORRECTIONS	8/21/2012	4194918
Keefe Group, LLC	DATA DETECTIVE	9/11/2012	4206362
Keefe Group, LLC	THE EDGE	10/23/2012	4230351
Keefe Group, LLC	ACCESS SECURE INTAKE	3/12/2013	4301658
Keefe Group, LLC	ZIPPY COOKIES	3/26/2013	4310322
Keefe Group, LLC	AMP'D	6/4/2013	4346993
Keefe Group, LLC	EXPRESS KART	9/3/2013	4395501
Keefe Group, LLC	SECUREWARDS	11/12/2013	4432189
Keefe Group, LLC	ACCESS SECURE RELEASE	3/11/2014	4495052

Keefe Group, LLC	ACCESS SECURE MAIL	3/25/2014	4501953
Keefe Group, LLC	PARAMOUNT DAIRY FARMS	5/20/2014	4533797
Keefe Group, LLC	SWEET FUSIONS	6/17/2014	4550186
Keefe Group, LLC	KEEFE SUPPLY COMPANY	1/6/2015	4665689
Keefe Group, LLC	GOLDEN VALLEY CEREALS A TASTE OF HOME and design 	6/2/2015	4746519
Keefe Group, LLC	MAXX PRO	10/20/2015	4834658
Keefe Group, LLC	NEW LEAF A HEALTHIER ALTERNATIVE and Design 	2/23/2016	4905291
Keefe Group, LLC	CYBERSUITE	3/22/2016	4922453
Keefe Group, LLC	ACCESS SECURE PHOTO	6/21/2016	4980737
Keefe Group, LLC	KEEFE COFFEE	6/28/2016	4989051
Keefe Group, LLC	NEXT 1	7/5/2016	4993544
Keefe Group, LLC	THE EDGE TABLET and Design	7/12/2016	4998734
Keefe Group, LLC	WHOLE SHABANG	7/12/2016	4998754
Keefe Group, LLC	K KEEFE GROUP and Design (new) 	7/19/2016	5003452
Keefe Group, LLC	K and Design (new) 	7/19/2016	5003473
Keefe Group, LLC	K KEEFE COMMISSARY NETWORK (logo new) 	7/19/2016	5003474

Keefe Group, LLC	K KEEFE SUPPLY COMPANY and Design	7/19/2016	5003475
Keefe Group, LLC	Design Only	10/11/2016	5060128
Keefe Group, LLC	WHOLESABANG.COM	12/27/2016	5109426
Keefe Group, LLC	ACCESS SECURE PAYMENTS	1/17/2017	5122049
Keefe Group, LLC	GOLDEN VALLEY CEREALS	1/24/2017	5129442
Advanced Technologies Group, LLC	ADVANCED TECHNOLOGIES GROUP	2/16/2016	4900127
Courtesy Group, L.L.C.	"THE" ONE CUP! and Design 	7/29/2008	3478221
Courtesy Group, L.L.C.	SNAPBREW	1/29/2013	4283385
Courtesy Products, L.L.C.	CAFE VALET	8/22/1989	1552741
Courtesy Products, L.L.C.	CAFE VALET	10/4/2016	5054935
Courtesy Products, L.L.C.	COURTESY	3/6/1962	728216
Courtesy Products, L.L.C.	VOYAGER	12/4/2001	2515046
Courtesy Products, L.L.C.	VOYAGER	4/9/2002	2558692
Courtesy Products, L.L.C.	COURTESY PRODUCTS	12/31/2002	2667953
Courtesy Products, L.L.C.	CV1	11/11/2003	2783348

U.S. Trademark Applications

<u>Applicant</u>	<u>Mark</u>	<u>Filing Date</u>	<u>Application No.</u>
Advanced Technologies Group, LLC	ATG and design	2/24/2014	86202203

Keefe Group, LLC	ACCESS SECUREPAK (design)	1/25/2017	87313650