

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM424414

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JH GLOBAL IP LIMITED		04/20/2017	Company: VIRGIN ISLANDS, BRITISH
RECEIVING PARTY DATA			
Name:	SUNTRUST BANK, as Administrative Agent		
Street Address:	211 PERIMETER CENTER PARKWAY SUITE 100		
City:	ATLANTA		
State/Country:	GEORGIA		
Postal Code:	30346		
Entity Type:	Corporation: GEORGIA		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Registration Number:	5161247		
Serial Number:	87185780		
Registration Number:	5134900		
Serial Number:	87185756		
Serial Number:	87185733		
Serial Number:	87185717		
Serial Number:	87128741	WEAR BAMBOO, PLANT BAMBOO	
Registration Number:	5113252	MAGIC CUT	
Registration Number:	5095284	CELESTIAL ORB	
Serial Number:	86825672	JOHN HARDY	
Serial Number:	86816708	JOHN HARDY	
Registration Number:	5144340	CLASSIC CHAIN	
Serial Number:	86807809	JH	
Registration Number:	5062346	JOHN HARDY EST BALI 1975	
Registration Number:	4983143	LEGENDS COBRA	
Registration Number:	5006459	LEGENDS EAGLE	
Registration Number:	5011571	LEGENDS MACAN	
Registration Number:	4983141	LEGENDS NAGA	

OP \$465.00 5161247

CORRESPONDENCE DATA**Fax Number:** 4045725100

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: 4045723408**Email:** mramic@kslaw.com**Correspondent Name:** Mia Ramic King and Spalding**Address Line 1:** 1180 Peachtree Street NE**Address Line 4:** Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	52990.515046
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NAME OF SUBMITTER:	/s/ Mia Ramic
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SIGNATURE:	/s/ Mia Ramic
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DATE SIGNED:	04/20/2017
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Total Attachments: 6

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Intellectual Property Security Agreement

THIS TRADEMARK SECURITY AGREEMENT, dated as of April 20, 2017 (this “Security Agreement”), is made by JH GLOBAL IP LIMITED, a British Virgin Islands business company (the “Grantor”), in favor of SUNTRUST BANK, as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Secured Parties (as defined in the Guaranty and Security Agreement referred to below).

WHEREAS, JH Global Holdings Limited, a British Virgin Islands business company (the “Borrower”), the lenders from time to time parties thereto (the “Lenders”) and the Administrative Agent have entered into a Revolving Credit and Term Loan Agreement, dated as of March 23, 2015 (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the “Credit Agreement”);

WHEREAS, in connection with the Credit Agreement, the Borrower and certain of its Subsidiaries, including the Grantor, have entered into the Guaranty and Security Agreement, dated as of March 23, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), in favor of the Administrative Agent for the benefit of the Secured Parties; and

WHEREAS, the Guaranty and Security Agreement requires the Grantor to execute and deliver this Security Agreement;

NOW, THEREFORE, in consideration of the premises and in order to ensure compliance with the Credit Agreement, the Grantor hereby agrees as follows:

Section 1 Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2 Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby pledges, assigns and transfers to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a security interest in, all of its right, title and interest in, to and under the following Collateral (the “Trademark Collateral”):

(i) all of its Trademarks and all Trademark Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule I hereto;

(ii) all renewals and extensions of the foregoing;

(iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(iv) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3 Guaranty and Security Agreement. The security interest granted pursuant to this Security Agreement is granted in conjunction with the security interest granted to the

Administrative Agent pursuant to the Guaranty and Security Agreement, and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict or inconsistency between this Security Agreement and the Guaranty and Security Agreement (or any portion hereof or thereof), the terms of the Guaranty and Security Agreement shall prevail.

Section 4 Representation and Warranty. Schedule I correctly sets forth all applied for and federally registered Trademarks owned by such Grantor in its own name as of the date hereof.

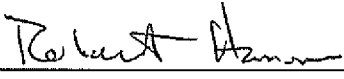
Section 5 Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Trademark Licenses subject to a security interest hereunder.

Section 6 Counterparts. This Security Agreement may be executed in any number of counterparts and by different parties 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 7 Governing Law. This Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

IN WITNESS WHEREOF, the 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.

JH GLOBAL IP LIMITED

By: 
Name: ROBERT HANSEN
Title: CEO

Acknowledged and Agreed to as of the date hereof:

ADMINISTRATIVE AGENT:

SUNTRUST BANK, as Administrative Agent

By: _____
Name:
Title:

IN WITNESS WHEREOF, the 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.

JH GLOBAL IP LIMITED

By: _____
Name:
Title:

Acknowledged and Agreed to as of the date hereof:

ADMINISTRATIVE AGENT:

SUNTRUST BANK, as Administrative Agent

By: Samuel M. Ballesteros
Name: SAMUEL M. BALLESTEROS
Title: Senior - Vice - President

SCHEDULE I TO TRADEMARK SECURITY AGREEMENT

Mark	Owner	Registration Number/Serial Number	Registration Date/Filing Date
	JH Global IP Limited	5161247	March 14, 2017
	JH Global IP Limited	87185780	September 28, 2016
	JH Global IP Limited	5134900	January 31, 2017
	JH Global IP Limited	87185756	September 28, 2016
	JH Global IP Limited	87185733	September 28, 2016
	JH Global IP Limited	87185717	September 28, 2016
Wear Bamboo, Plant Bamboo	JH Global IP Limited	87128741	August 5, 2016

Magic Cut	JH Global IP Limited	5113252	January 3, 2017
Celestial Orb	JH Global IP Limited	5095284	December 6, 2016
JOHN HARDY	JH Global IP Limited	86825672	November 19, 2015
JOHN HARDY	JH Global IP Limited	86816708	November 11, 2015
CLASSIC CHAIN	JH Global IP Limited	5144340	February 21, 2017
	JH Global IP Limited	86807809	November 3, 2015
JOHN HARDY EST BALI 1975	JH Global IP Limited	5062346	October 18, 2016
LEGENDS COBRA	JH Global IP Limited	4983143	June 21, 2016
LEGENDS EAGLE	JH Global IP Limited	5006459	July 26, 2016
LEGENDS MACAN	JH Global IP Limited	5011571	August 2, 2016
LEGENDS NAGA	JH Global IP Limited	4983141	June 21, 2016