

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM457656

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Avendra, LLC		01/10/2018	Limited Liability Company: DELAWARE
Buyefficient, LLC		01/10/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Agent		
Street Address:	4 Chase Metrotech Center, MC: NY1-C413		
City:	Brooklyn		
State/Country:	NEW YORK		
Postal Code:	11245-0001		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3071308	AVENDRA	
Registration Number:	3055892	AVENDRA	
Registration Number:	2140922	PREFERRED COMFORT	
Registration Number:	2782736	PREFERRED COMFORT	
Registration Number:	3735241	KALA FALLS	
Registration Number:	4116255	BUYEFFICIENT	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	800-713-0755		
Email:	Michael.Violet@wolterskluwer.com		
Correspondent Name:	CT Corporation		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Elaine Carrera		

OP \$165.00 3071308

SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	01/11/2018
Total Attachments: 7 source=Avendra - Trademark Security Agreement (Executed)#page1.tif source=Avendra - Trademark Security Agreement (Executed)#page2.tif source=Avendra - Trademark Security Agreement (Executed)#page3.tif source=Avendra - Trademark Security Agreement (Executed)#page4.tif source=Avendra - Trademark Security Agreement (Executed)#page5.tif source=Avendra - Trademark Security Agreement (Executed)#page6.tif source=Avendra - Trademark Security Agreement (Executed)#page7.tif	

Trademark Security Agreement

This **Trademark Security Agreement**, dated as of January 10, 2018, is made by AVENDRA, LLC and BUYEFFICIENT, LLC (individually, a “Pledgor” and, collectively, the “Pledgors”), in favor of JPMORGAN CHASE BANK, N.A., in its capacity as Agent (in such capacity, the “Agent”) for the several banks and other financial institutions (the “Lenders”) pursuant to that certain Credit Agreement, dated as of March 28, 2017 (as amended by Incremental Amendment No. 1 thereto, dated September 20, 2017 and Incremental Amendment No. 2 thereto, dated December 11, 2017, and as the same may be further amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among ARAMARK SERVICES, INC., a Delaware corporation (the “U.S. Borrower”), ARAMARK CANADA LTD., a company organized under the laws of Canada (the “Canadian Borrower”), ARAMARK INVESTMENTS LIMITED, a limited company incorporated under the laws of England and Wales (the “U.K. Borrower”), ARAMARK IRELAND HOLDINGS LIMITED, a company incorporated under the laws of Ireland, ARAMARK REGIONAL TREASURY EUROPE, DESIGNATED ACTIVITY COMPANY, a company incorporated under the laws of Ireland (together with Aramark Ireland Holdings Limited, the “Irish Borrowers” and each an “Irish Borrower”), ARAMARK HOLDINGS GMBH & CO. KG, a limited partnership (Kommanditgesellschaft) established under the laws of Germany (the “German Borrower”) and ARAMARK INTERNATIONAL FINANCE S.À R.L., a private limited liability company (société à responsabilité limitée) incorporated under the laws of the Grand Duchy of Luxembourg (“Luxembourg”) having its registered office at 57, rue des trois cantons, L-3961 Ehlang/Mess., Luxembourg and registered with the Luxembourg trade and companies register (Registre de commerce et des sociétés, Luxembourg) (the “Luxembourg Register”) under number B 213.360 (the “Lux Borrower” and, together with the U.S. Borrower, the Canadian Borrower, the U.K. Borrower, the Irish Borrowers, the German Borrower and any Additional Foreign Borrower, the “Borrowers”), ARAMARK INTERMEDIATE HOLDCO CORPORATION, a Delaware corporation (“Holdings”), each Subsidiary of the U.S. Borrower that, from time to time, becomes a party hereto, the Lenders (as defined in Article I), the Issuing Banks named herein, and JPMORGAN CHASE BANK, N.A., as administrative agent for the Lenders and collateral agent for the Secured Parties hereunder (in such capacities, together with its successors and assigns in such capacities, the “Agent”).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the U.S. Borrower and certain subsidiaries thereof executed and delivered a U.S. Pledge and Security Agreement dated as of March 28, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Agent, and the Pledgors have executed and delivered Supplement No. 1 to the Security Agreement on the date hereof, pursuant to which the Pledgors have pledged and granted to the Agent for the benefit of the Agent and the

Lenders a continuing security interest in all of their Copyrights, Patents and Trademarks and are required to execute and deliver this Trademark Security Agreement; and

WHEREAS, each Pledgor has duly authorized the execution, delivery and performance of this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises, the Pledgors hereby agree with the 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. Each Pledgor hereby pledges and grants to the 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 Trademarks of such Pledgor, including those listed on Schedule I attached hereto, provided that the Trademarks including, without limitation, those items listed on Schedule I hereto, provided that no security interest shall be granted in any intent-to-use trademark application to the extent that and solely during the period in which the grant of such security interest would impair the validity or enforceability, or result in the cancellation, of such intent-to-use trademark application under federal law.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the 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 incorporated by reference herein as if fully set forth herein. The Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms. 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 govern.

SECTION 4. Termination. Upon the termination of the Security Agreement or release of any Pledgor or sale or assignment of any Trademarks in accordance with the terms of the Security Agreement, the Agent shall execute, acknowledge, and deliver to the Pledgor or Pledgors (as applicable) an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement and shall duly execute, acknowledge, procure and deliver any further documents and shall do any further acts as may be reasonably necessary to effect the release of the security interest contemplated hereby.

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 page follows]

IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

AVENDRA, LLC

By:  _____

Name:

Title:

BUYEFFICIENT, LLC

By:  _____

Name:

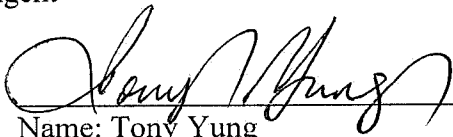
Title:

[Avendra Trademark Security Agreement]

TRADEMARK
REEL: 006247 FRAME: 0491

Accepted and Agreed:

JPMORGAN CHASE BANK, N.A.,
as Agent

By: 
Name: Tony Yung
Title: Executive Director

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Registrations:

OWNER	APP NO	REG NO	TRADEMARK
AVENDRA, LLC	76/136,405	3,071,308	AVENDRA
AVENDRA, LLC	76/514,321	3,055,892	A AVENDRA
AVENDRA, LLC	75/260,312	2,140,922	PREFERRED COMFORT
AVENDRA, LLC	76/353,566	2,782,736	PREFERRED COMFORT
AVENDRA, LLC	77/705,419	3,735,241	KALA FALLS
BUYEFFICIENT, LLC	85/314,969	4,116,255	BUYEFFICIENT

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

1. Avendra, LLC
2. Buyefficient, LLC

- Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: _____
 Other 1. LLC-DE; 2. LLC-DE

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) January 10, 2018

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: JPMorgan Chase Bank, N.A., as Agent

Street Address: 4 Chase Metrotech Center, MC: NY1-C413

City: Brooklyn

State: NY

Country: USA Zip: 11245-0001

- Individual(s) Citizenship _____
 Association Citizenship USA
 Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

B. Trademark Registration No.(s)

See Schedule I

See Schedule I

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Legal Assistant

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

6

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Elaine Carrera

Signature

January 11, 2018

Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450