

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM468839

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Kimco Facility Services, LLC		03/30/2018	Corporation: GEORGIA
Kimco Holdings, LLC		03/30/2018	Limited Liability Company: GEORGIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	State Bank and Trust Company		
<b>Street Address:</b>	3399 Peachtree Road, NE, Suite 1900		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30326		
<b>Entity Type:</b>	Banking Corporation: GEORGIA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1694869	KIMCO	
<b>Registration Number:</b>	1686752	KIMCO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4045228409		
<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>			
<b>Phone:</b>	404-681-5974		
<b>Email:</b>	bxha@phrd.com		
<b>Correspondent Name:</b>	Barbara Xhajanka, Parker Hudson Rainer &		
<b>Address Line 1:</b>	303 Peachtree Street NE		
<b>Address Line 2:</b>	Suite 3600		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30308		
<b>NAME OF SUBMITTER:</b>	Julien Dumont, Esq.		
<b>SIGNATURE:</b>	/JD/		
<b>DATE SIGNED:</b>	04/06/2018		
<b>Total Attachments: 8</b>			
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## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Agreement") is made as of this 30th day of March, 2018, among **KIMCO HOLDINGS, LLC**, a Georgia limited liability company ("Holdings"), **KIMCO FACILITY SERVICES, LLC**, a Georgia limited liability company ("Kimco"), and together with Holdings, collectively, "Borrowers" and, each individually, "Borrower") having their principal place of business at 3445 Peachtree Road, Suite 1275, Atlanta, Georgia 30326, and **STATE BANK AND TRUST COMPANY**, a Georgia banking corporation in its capacity as agent (together with its successors in such capacity, "Agent") for the Lenders (as hereinafter defined), having an office at 3399 Peachtree Road, NE, Ste. 1900, Atlanta, Georgia 30326.

### Recitals:

Borrowers desire to obtain loans and other financial accommodations from Agent and certain financial institutions (collectively, the "Lenders") that are parties from time to time to that certain Loan and Security Agreement dated on or about the date hereof (as at any time amended, restated, supplemented or otherwise modified, the "Loan Agreement") by and among Borrowers, Agent, Lenders.

Agent and Lenders are willing to make loans and other financial accommodations to Borrowers from time to time pursuant to the terms of the Loan Agreement, provided that Borrowers execute this Agreement.

NOW, THEREFORE, for Ten Dollars (\$10.00) in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Borrower hereby agrees with Agent as follows:

1. Capitalized terms used herein (including those used in the Recitals hereto), unless otherwise defined, shall have the meanings ascribed to them in the Loan Agreement.

2. To secure the prompt payment and performance of all of the Obligations, each Borrower hereby grants, assigns and pledges to Agent, for the benefit of the Secured Parties, a continuing security interest in and Lien upon all of the following property of such Borrower, whether now existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all trademarks, trademark registrations, trade names and trademark applications, including, without limitation, the trademarks and applications listed on Exhibit A attached hereto and made a part hereof (as the same may be amended from time to time), and (i) all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trademark registrations, trade names and applications, together with the items described in clauses (i)-(iv), collectively, the "Trademarks");

(b) the goodwill of such Borrower's business connected with and symbolized by the Trademarks; and

(c) all proceeds of the foregoing.

3. Each Borrower represents and warrants to Agent that:

(a) Each of the Trademarks is subsisting and has not been adjudged invalid or unenforceable;

(b) This Agreement will create a legal and valid Lien upon and security interest in the Trademark Collateral, enforceable against such Borrower in accordance with its terms;

(c) No claim has been made that the use of any of the Trademarks does or may violate the rights of any Person;

(d) Such Borrower has the unqualified right to enter into this Agreement and perform its terms;

(e) Each of the Trademarks is valid and enforceable; and

(f) Borrowers are the sole and exclusive owners of the entire right, title and interest in and to all of the Trademark Collateral, free and clear of any Liens, charges and encumbrances (except licenses permitted pursuant to Section 6 below), including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by Borrowers not to sue third Persons, except for Permitted Liens.

4. Each Borrower covenants and agrees with Agent that:

(a) Such Borrower will maintain the quality of the products associated with the Trademarks, at a level consistent with the quality at the time of this Agreement;

(b) Such Borrower will not change the quality of the products associated with the Trademarks without Agent's prior written consent; and

(c) Except for Trademarks abandoned by such Borrower in the ordinary course of business (provided such abandonment could not be reasonably expected to have a Material Adverse Effect), such Borrower has used and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the registered Trademarks, including, without limitation, filing an affidavit of use with the United States Patent and Trademark Office and any applicable foreign filing office for each registered Trademark as required by applicable law to maintain the registration thereof without loss of protection therefor.

5. Each Borrower hereby grants to Agent and Agent's employees and agents the visitation, audit, and inspection rights with respect to such Borrower and the Trademark Collateral as set forth in the Loan Agreement.

6. Until Full Payment of all of the Obligations, Borrowers shall not enter into any license agreement relating to any of the Trademarks with any Person except non-exclusive licenses to customers, vendors, suppliers, agents or other service providers of Borrowers in the regular and ordinary course of Borrowers' business as presently conducted and for reasonable and customary compensation, and shall not become a party to any agreement with any Person that is inconsistent with Borrowers' obligations under this Agreement.

7. If, before Full Payment of all of the Obligations, a Borrower shall obtain rights to any new trademarks, or become entitled to the benefit of any trademark application or trademark or any renewal of any Trademark, the provisions of Section 2 hereof shall automatically apply thereto, and Borrowers shall give to Agent prompt notice thereof in writing.

8. Each Borrower irrevocably authorizes and empowers Agent to modify this Agreement by amending Exhibit A to include any future trademarks and trademark applications under Section 2 or Section 7 hereof.

9. At any time that an Event of Default exists, Agent shall have, in addition to all other rights and remedies given it by this Agreement and the other Loan Documents, all rights and remedies under Applicable Law and all rights and remedies of a secured party under the UCC and all other rights and remedies under any other applicable law. Without limiting the generality of the foregoing, Agent may immediately, for the benefit of Secured Parties, without demand of performance and without notice (except as described in the next sentence, if required by applicable law), or demand whatsoever to Borrowers, each of which Borrowers hereby expressly waive, collect directly any payments due any Borrower in respect of the Trademark Collateral, or sell at public or private sale or otherwise realize upon all or from time to time, any of the Trademark Collateral. Borrowers hereby agree that ten (10) days' written notice to Borrowers of any public or private sale or other disposition of any of the Trademark Collateral shall be reasonable notice; provided, however, that no notice shall be required hereunder if not otherwise required by applicable law. At any such sale or disposition, Agent may, to the extent permitted by law, purchase the whole or any part of the Trademark Collateral sold, free from any right of redemption on the part of any Borrower, which right Borrowers hereby waive and release. After deducting from the proceeds of such sale or other disposition of the Trademark Collateral all reasonable costs and expenses incurred by Agent in enforcing its rights hereunder (including, without limitation, all reasonable attorneys' fees), Agent shall apply the remainder of such proceeds to the payment of the Obligations in such order and manner as may be authorized or required by the Loan Agreement. Any remainder of the proceeds after Full Payment of the Obligations shall be paid over to Borrowers. If any deficiency shall arise, Borrowers and each Guarantor of the Obligations (to the extent of its Guaranty) shall remain jointly and severally liable therefor.

10. Each Borrower hereby makes, constitutes and appoints Agent and any officer or agent of Agent as Agent may select, as such Borrower's true and lawful attorney-in-fact, with full power to do any or all of the following if an Event of Default shall exist: to endorse such Borrower's name on all applications, documents, papers and instruments necessary for Agent to continue the registration of or to use the Trademarks, or to grant or issue any exclusive or nonexclusive license under the Trademarks to any other Person, or to assign, pledge, convey or otherwise transfer title in or dispose of any Trademark Collateral to any other Person. Each Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable until Full Payment of the Obligations.

11. Any and all reasonable documented fees, costs and expenses, of whatever kind or nature (including, without limitation, reasonable outside counsel attorneys' fees and legal expenses) incurred by Agent in connection with the preparation of this Agreement and any other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including, without limitation, all taxes in connection therewith) with the United States Patent and Trademark Office or in any other public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, Liens or otherwise protecting, maintaining, or preserving the Trademark Collateral, or

in defending or prosecuting any actions or proceedings arising out of or related to the Trademark Collateral, shall be borne and paid jointly and severally by Borrowers (it being the intent of Borrowers and Agent that Borrowers shall be responsible for the payment of all sums, fees, costs and expenses, including, without limitation, all renewal fees with respect to the Trademarks) or, if paid by Agent in its sole discretion, shall be reimbursed by Borrowers **on demand** by Agent and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the per annum interest rate then applicable for Revolver Loans.

12. Each Borrower shall use its commercially reasonable efforts to detect any infringers of the Trademarks and shall notify Agent in writing of material infringements detected. Borrowers shall have the duty, through counsel acceptable to Agent, to prosecute diligently any trademark application for a Trademark pending as of the date of this Agreement or thereafter until Full Payment of the Obligations, to make federal application on registrable but unregistered Trademarks (subject to Borrowers' reasonable discretion in the ordinary course of business or, during the existence of an Event of Default or a Default, promptly upon Agent's request), to file and prosecute opposition and cancellation proceedings, to file and prosecute lawsuits to enforce the Trademarks and to do any and all acts which are deemed necessary or desirable by Agent to preserve and maintain all rights in the Trademarks, subject to Borrowers' right to abandon certain Trademarks pursuant to Section 4(c) hereof. Any expenses incurred in connection with such applications or proceedings shall be borne by Borrowers. Borrowers shall not abandon any right to file a trademark application, or any pending trademark application or trademark without the consent of Agent, unless Borrowers have determined that such trademark application or trademark is no longer necessary or material to the conduct of its business.

13. Notwithstanding anything to the contrary contained in Section 12 hereof, at any time that an Event of Default exists, Agent shall have the right, but shall in no way be obligated, to bring suit instead in its own name to enforce the Trademarks and any license hereunder, or to defend any suit or counterclaim in its own name to protect the Trademarks or any license hereunder, in either of which events Borrowers shall at the request of Agent do any and all lawful acts (including bringing suit) and execute any and all proper documents required by Agent to aid such enforcement, or defense, and Borrowers shall promptly, **upon demand**, reimburse and indemnify Agent for all reasonable costs and expenses incurred in the exercise of Agent's rights under this Section 13.

14. If Borrowers fail to comply with any of their obligations hereunder and at the time of such failure or as a result thereof an Event of Default exists, then to the extent permitted by applicable law, Agent may discharge such obligations in Borrowers' name or in Agent's name, in Agent's sole discretion, but at Borrowers' expense, and Borrowers agree to reimburse Agent in full for all expenses, including, without limitation, reasonable attorneys' fees, incurred by Agent in prosecuting, defending or maintaining the Trademarks or Agent's interest therein pursuant to this Agreement.

15. No course of dealing between Borrowers and Agent or any Lender, nor any failure to exercise, nor any delay in exercising, on the part of Agent or any Lender, any right, power or privilege hereunder or under any of the other Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

16. All of Agent's rights and remedies with respect to the Trademark Collateral, whether established hereby or by any of the other Loan Documents, or by any other agreements or by applicable law shall be cumulative and may be exercised singularly or concurrently.

17. The provisions of this Agreement are severable, and 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 thereof, 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.

18. This Agreement, together with the other Loan Documents, constitutes and expresses the entire understanding of the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings, inducements or conditions, whether expressed or implied, oral or written. This Agreement is subject to modification only by a writing signed by the parties, except as provided in Section 8 hereof.

19. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of each Secured Party and upon the successors and permitted assigns of Borrowers. Borrowers shall not assign their rights or delegate their duties hereunder without the prior written consent of Agent.

20. This Agreement shall become effective upon acceptance by Agent (notice of which is hereby waived). This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which taken together shall constitute a single contract. Delivery of a signature page of this Agreement by electronic means shall be effective as delivery of a manually executed counterpart of this Agreement.

21. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Georgia.

22. To the fullest extent permitted by applicable law, each Borrower and Agent each waives the right to trial by jury in any action, suit, proceeding or counterclaim of any kind arising out of or related to this Agreement or the Trademark Collateral.

[Remainder of page intentionally left blank; signatures appear on following pages.]

WITNESS the execution hereof under seal on the day and year first above written

ATTEST:

  
\_\_\_\_\_  
Brandon Fosbinder, Chief Financial Officer

[SEAL]

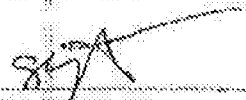
ATTEST:

  
\_\_\_\_\_  
Brandon Fosbinder, Chief Financial Officer


[SEAL]

BORROWERS:

KIMCO HOLDINGS, LLC

By:   
\_\_\_\_\_  
Name: Sandeep Gupta  
Title: Chief Executive Officer

KIMCO FACILITY SERVICES, LLC

By:   
\_\_\_\_\_  
Name: Sandeep Gupta  
Title: Chief Executive Officer

[Remainder of page intentionally left blank; signatures continue on the following page.]



AGENT:

STATE BANK AND TRUST COMPANY, as Agent

By: B. Earl Garris

Name: B. Earl Garris

Title: Vice President

**EXHIBIT A**

Trademarks

<u>Trademark</u>	<u>Owner</u>	<u>Jurisdiction</u>	<u>Registration Number</u>	<u>Registration Date</u>
KIMCO	Kimco Facility Services, LLC	United States	1694869	June 16, 1992
KIMCO	Kimco Facility Services, LLC	United States	1686752	May 12, 1992

Trademark Applications

None.