

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM509527

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Trademark Security Agreement	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Thorntons LLC (f/k/a Thorntons Inc.), as Grantor		02/11/2019	Corporation: DELAWARE Limited Liability Corporation
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Collateral Agent		
Street Address:	100 N. Tryon Street		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28255		
Entity Type:	Bank: NORTH CAROLINA		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	4209651	FROSTICK	
Registration Number:	4285650	FIZZFEEZ	
Registration Number:	4467614	EREV XCELLERATE	
Registration Number:	4650389	REFRESHING REWARDS	
Registration Number:	3940651	FREQUENCY REWARDS	
Registration Number:	4779317	SWIPE & SCORE SWEEPSTAKES	
Registration Number:	5017293	SWIPE TO SAVE	
Registration Number:	5088387	UNLEADED15	
Registration Number:	5143427	UNLEADED15	
Registration Number:	5215480	UNLEADED15	
Registration Number:	2765249	T.	
Registration Number:	5324962	REAL KITCHEN. REAL FOOD.	
Registration Number:	1258180	THORNTONS	
Registration Number:	2848595	FUNDWORKS	
Registration Number:	2917303	THORNTONS	
Registration Number:	2989206	THORNTONS FLEETWORKS	
CORRESPONDENCE DATA			
Fax Number:	8004947512		

OP \$415.00 4209651

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: 202-370-4756
Email: ipteam@cogencyglobal.com
Correspondent Name: Jay daSilva
Address Line 1: 1025 Vermont Ave NW, Suite 1130
Address Line 2: COGENCY GLOBAL INC.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	1045836 TM IPSA
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NAME OF SUBMITTER:	Brandon H. Okun
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SIGNATURE:	/Brandon H. Okun/
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DATE SIGNED:	02/11/2019
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Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of February 11, 2019, by Thorntons LLC (f/k/a Thorntons Inc.) (the “**Grantor**”), in favor of BANK OF AMERICA, N.A., in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the “**Collateral Agent**”).

W I T N E S S E T H:

WHEREAS, the Grantor is party to a Security Agreement dated as of February 11, 2019 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees 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. The Grantor hereby pledges and grants to the Collateral 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 the following Collateral (excluding any Excluded Assets) of such Grantor:

(a) all Trademark registrations and applications of such Grantor, including those listed on Schedule I attached hereto.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement. 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 control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Collateral Agent shall, at the expense of such Grantor, execute, acknowledge, and deliver to the Grantor an instrument reasonably requested by such Grantor in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

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. Delivery of an executed signature page to this Trademark Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Trademark Security Agreement.

SECTION 6. Intercreditor Agreements. Notwithstanding any provision to the contrary contained herein, the terms of this Trademark Security Agreement, the Liens created hereby and the rights and remedies of

the Collateral Agent hereunder are subject to the terms of each applicable Intercreditor Agreement. In the event of any conflict or inconsistency between the terms of this Trademark Security Agreement and an Intercreditor Agreement, the terms of that Intercreditor Agreement shall govern.

[Signature pages follow.]

THORNTONS LLC (f/k/a Thorntons Inc.), as Grantor

By: Christopher R. Kamer

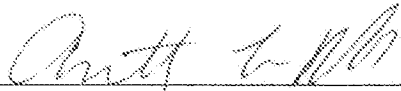
Name: Christopher R. Kamer

Title: Treasurer and Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006569 FRAME: 0738


BANK OF AMERICA, N.A., as Collateral Agent

By: 
Name: **Anthony W. Kell**
Title: **Vice President**

Schedule I
Trademark Registrations and Applications

[See Attached]

**Schedule I
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

Country	Mark	Owner	App. No.	File Date	Reg. No.	Reg. Date
USA	FROSTICK	Thorntons LLC (f/k/a Thorntons Inc.	85541950	2/14/12	4209651	9/18/12
USA	FIZZFREEZ	Thorntons LLC (f/k/a Thorntons Inc.	85645450	6/7/12	4285650	2/5/13
USA	EREV XCELLERATE	Thorntons LLC (f/k/a Thorntons Inc.	85770665	11/2/12	4467614	1/14/14
USA	REFRESHING REWARDS	Thorntons LLC (f/k/a Thorntons Inc.	86140998	12/11/13	4650389	12/2/14
USA	FREEQUENCY REWARDS	Thorntons LLC (f/k/a Thorntons Inc.	85100174	8/4/10	3940651	4/5/11
USA	SWIPE & SCOPE SWEEPSTAKES	Thorntons LLC (f/k/a Thorntons Inc.	86534054	2/13/15	4779317	7/21/15
	(Supplemental Register)					
USA		Thorntons LLC (f/k/a Thorntons Inc.	86857843	12/26/15	5017293	8/9/16
USA		Thorntons LLC (f/k/a Thorntons Inc.	86897857	2/4/16	5088387	11/22/16
USA		Thorntons LLC (f/k/a Thorntons Inc.	87001218	4/14/16	5143427	2/14/17
USA	UNLEADED15 (Supplemental Register)	Thorntons LLC (f/k/a Thorntons Inc.	87001210	4/14/16	5215480	5/30/17
USA		Thorntons LLC (f/k/a Thorntons Inc.	76346712	12/10/01	2765249	9/16/03

Country	Mark	Owner	App. No.	File Date	Reg. No.	Reg. Date
USA	REAL KITCHEN, REAL FOOD.	Thorntons LLC (f/k/a Thorntons Inc.	87080654	6/22/16	5324962	10/31/17
USA	THORNTONS	Thorntons LLC (f/k/a Thorntons Inc.	73346069	1/18/82	1258180	11/22/83
USA	FUNDWORKS	Thorntons LLC (f/k/a Thorntons Inc.	76424908	6/26/02	2848595	6/1/04
USA	THORNTONS	Thorntons LLC (f/k/a Thorntons Inc.	78311117	10/8/03	2917303	1/11/05
USA	THORNTONS FLEETWORKS	Thorntons LLC (f/k/a Thorntons Inc.	78385691	3/17/04	2989206	8/30/05

TRADEMARK
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RECORDED: 02/11/2019