

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM517201

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JC OL, LLC		04/03/2019	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	BRIGHTWOOD LOAN SERVICES, LLC		
Street Address:	810 7th Avenue, 26th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4296947	ORGANIC LIAISON'S RESCUE ME	
Registration Number:	3842907	NIGHTINGALE	
Registration Number:	3842906	RELEASE ME	
CORRESPONDENCE DATA			
Fax Number:	2028874288		
<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:	21496925741		
Email:	blove@akingump.com		
Correspondent Name:	AKIN GUMP STRAUSS HAUER & FELD LLP		
Address Line 1:	1333 New Hampshire Avenue, N.W.		
Address Line 4:	Washington, D.C. 20036		
ATTORNEY DOCKET NUMBER:	694739.0024		
NAME OF SUBMITTER:	Brenda Love		
SIGNATURE:	/Brenda Love/		
DATE SIGNED:	04/03/2019		
Total Attachments: 7			
source=Project Renew - Trademark Security Agreement (Executed) (4)#page1.tif			
source=Project Renew - Trademark Security Agreement (Executed) (4)#page2.tif			
source=Project Renew - Trademark Security Agreement (Executed) (4)#page3.tif			

CH \$90.00 4296947

source=Project Renew - Trademark Security Agreement (Executed) (4)#page4.tif
source=Project Renew - Trademark Security Agreement (Executed) (4)#page5.tif
source=Project Renew - Trademark Security Agreement (Executed) (4)#page6.tif
source=Project Renew - Trademark Security Agreement (Executed) (4)#page7.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is entered into as of April 3, 2019, by and among **CRAIG HOLDINGS, INC., JC OL, LLC** (collectively “Grantors” and each a “Grantor”) and **BRIGHTWOOD LOAN SERVICES, LLC**, in its capacity as collateral agent for the Secured Parties (in such capacity, the “Collateral Agent”).

WITNESSETH:

WHEREAS, each Grantor is party to a Pledge and Security Agreement, dated as of April 3, 2019 (as it may be from time to time amended, restated, amended and restated, replaced, supplemented or otherwise modified, the “Security Agreement”), in favor of the Collateral Agent pursuant to which each 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, each 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. Each 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 of each Grantor (collectively, the “Trademark Collateral”):

(a) Trademarks of each Grantor listed on Schedule I attached hereto constituting Collateral;

(b) all goodwill associated with such Trademarks; and

(c) all proceeds of any and all of the foregoing;

provided that the Trademark Collateral shall not include any Excluded Assets.

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 Collateral Agent pursuant to the Security Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement (and are expressly subject to the terms and conditions thereof). 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.

SECTION 4. Recordation. Each Grantor hereby authorizes and requests that the United States Patent and Trademark Office record this Trademark Security Agreement.

SECTION 5. Termination. Upon the termination of the Security Agreement in accordance with its terms, (a) this Trademark Security Agreement automatically shall terminate and the collateral pledge and grant of, lien on and security interest in the Trademark Collateral automatically shall be released, and (b) the Collateral Agent shall execute, acknowledge, and deliver to each Grantor all documents and instruments, make all filings, and take all other actions, in each case, reasonably requested by each Grantor to evidence and record the release of the collateral pledge and grant of, lien on and security interest in the Trademark Collateral under this Trademark Security Agreement (without recourse or warranty of any kind, either express or implied).

SECTION 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or other electronic imaging (including in .pdf format) means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 7. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, each 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.

CRAIG HOLDINGS, INC.


By: 
Name: Michael Schantz
Title: Chief Financial Officer and Treasurer


JC OL, LLC

By: 
Name: Michael Schantz
Title: Chief Financial Officer and Treasurer

Accepted and Agreed:


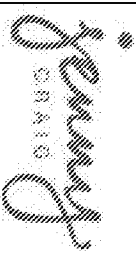
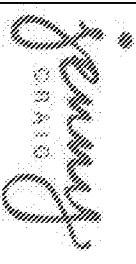
BRIGHTWOOD LOAN SERVICES, LLC.
in its individual capacity as Collateral Agent


By: 
Name: Sengal Selassie
Title: Authorized Person

By: 
Name: Phil Danbilo
Title: Chief Risk Officer

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Owner: **Craig Holdings, Inc.:**

Country	Trademark	Logo	Current Status	Class(es)	Filing Number	Filing Date	Registration Number	Registration Date
United States Of America	JENNY CRAIG		Registration	29;30;42	76 194252	12 Jan 2001	2760695	09 Sep 2003
United States Of America	JENNY CRAIG & TYPE 2		Registration	16;43;44	8719378 1	05 Oct 2016	5481840	29 May 2018
United States Of America	JENNY CRAIG (col)		Registration	16;29;30;4	8582567 7	17 Jan 2013	4735712	12 May 2015

Country	Trademark	Logo	Current Status	Class(es)	Filing Number	Filing Date	Registration Number	Registration Date
United States Of America	RAPID 16		Publication	44	87941726	30 May 2018		
United States Of America	RAPID RESULTS w/"Icon" (col)		Publication	16;29;30	87978439	19 Dec 2017		
United States Of America	RAPID RESULTS w/"Icon" (col)		Objection relative grounds	44	87726795	19 Dec 2017		
United States of America	JENNY'S CUISINE ¹		Registration	46	77268272	30 Aug 2007	3519127	21 Oct 2008

OWNER JC OL, LLC:

Country	Mark	Status	Class	Serial #	Reg Date	Reg #	Reg Ter m	Expire / Renewal Date	Owner

¹ This trademark has expired, is no longer in use, cannot be maintained, and the final deadline for submitting the renewal will pass without action.

United States	ORGANIC LIAISON'S RESCUE ME	RG	05	85086259	03/05/2013	4296947	10 YRS	03/05/18*	JC OL, LLC
United States	NIGHTINGALE	RG	05	77816377	8/31/2010	3842907	10 YRS	8/31/20	JC OL, LLC
United States	RELEASE ME	RG	05	77816362	08/31/2010	3842906	10 YRS	8/31/20	JC OL, LLC