

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM520313

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Jacent Strategic Merchandising, LLC		04/23/2019	Limited Liability Company: DELAWARE
ATA Retail Services, LLC		04/23/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Twin Brook Capital Partners, LLC, as Agent		
Street Address:	111 S. Wacker Drive, 36th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	5463625	INTELLIGENT ASSISTANT	
Registration Number:	4758452	RED JR.	
Registration Number:	4205815	FILL 'N BREW	
Registration Number:	4277948	SINK FRESH	
Registration Number:	2019329	LENZ-CLENZ	
Registration Number:	5356349	JACENT	
Registration Number:	5699718	OPEN E-Z	
Registration Number:	4999818	THE BAR CRAFTING CHEERS SINCE 1991	
Registration Number:	4581008	BRIGHTEN UP	
Registration Number:	4593495	CRAVE	
Registration Number:	4526364	THE BAR	
Registration Number:	4064231	CULINARY ELEMENTS	
Registration Number:	3340956	GOOD LIVING	
Serial Number:	88223655	BRITE CONCEPTS	
Serial Number:	88300143	BRITE CONCEPTS	
CORRESPONDENCE DATA			

OP \$390.00 5463625

TRADEMARK

Fax Number:

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: 3128637141
Email: kristen.lange@goldbergkohn.com
Correspondent Name: Kristen N. Lange, Paralegal
Address Line 1: c/o Goldberg Kohn Ltd.
Address Line 2: 55 E. Monroe Street, Suite 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	7428.048
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NAME OF SUBMITTER:	Kristen N. Lange
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SIGNATURE:	/kristenlange/
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DATE SIGNED:	04/23/2019
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of April 23, 2019, is made by JACENT STRATEGIC MERCHANDISING, LLC, a Delaware limited liability company ("Jacent"), ATA RETAIL SERVICES, LLC, a Delaware limited liability company (together with Jacent, "Grantors"), in favor of Twin Brook Capital Partners, LLC, as agent (in such capacity, "Agent") for all Lenders party to the Credit Agreement referred to below.

WHEREAS, Grantors own the trademarks and trademark applications listed on Schedule 1 annexed hereto;

WHEREAS, reference is made to that certain Credit Agreement of even date herewith (as amended, restated, supplemented or modified from time to time, the "Credit Agreement") among Grantors and JSM Holdings, Inc., a Delaware corporation, as borrowers, the financial institutions from time to time party thereto (together with their respective successors and permitted assigns, the "Lenders") and Agent;

WHEREAS, pursuant to the terms of the Guarantee and Collateral Agreement dated as of April 23, 2019 (as amended, restated, supplemented or modified from time to time, the "Collateral Agreement") among Grantors, the other grantors party thereto, and Agent, as agent for the secured parties referred to therein (in such capacity, together with its successors in such capacity pursuant to the terms of such Collateral Agreement, "Grantee"), each Grantor has granted to Grantee for the ratable benefit of the Lenders a continuing security interest in all of its Collateral (as defined in the Collateral Agreement), including all right, title and interest of such Grantor in, to and under the Trademark Collateral (as defined below), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations (as defined in the Collateral Agreement); and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor does hereby grant to Grantee, to secure the Secured Obligations, a continuing security interest in all of such Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired:

(a) any and all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto owned by such Grantor, including, without limitation, each trademark registration and application listed on Schedule 1 hereto (but excluding any "intent-to-use" trademark applications filed under Section 1(b) of the Lanham Act, prior to the filing and acceptance of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an

“Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto);

(b) all extensions and renewals of any of the foregoing;

(c) all of the goodwill of the business connected with the use of, or symbolized by, any of the foregoing; and

(d) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by such Grantor against third parties for past, present or future unfair competition with, violation of intellectual property rights in connection with, injury to, or infringement or dilution of any trademark owned by such Grantor, including, without limitation, any trademark listed on Schedule 1 hereto, or injury to the goodwill associated with any of the foregoing.

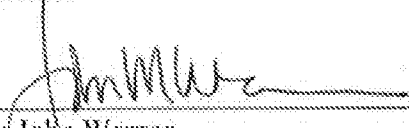
Each Grantor hereby irrevocably constitutes and appoints Grantee and any officer or agent of Grantee, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of such Grantor, from time to time, in Grantee’s discretion, so long as any Event of Default (as defined in the Credit Agreement) shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which such Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

The foregoing security interest is granted in conjunction with the security interests granted to the Grantee pursuant to the Collateral Agreement. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to its security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between any provision of this Agreement and any provision of the Collateral Agreement, the Collateral Agreement will control.

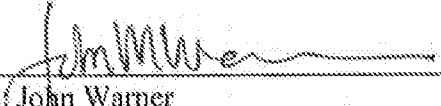
[signature page follows]

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

JACENT STRATEGIC MERCHANDISING, LLC,
as a Grantor

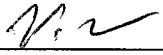
By: 
Name: John Warner
Title: Vice President and Assistant Secretary

ATA RETAIL SERVICES, LLC, as a Grantor

By: 
Name: John Warner
Title: Vice President and Assistant Secretary

ACKNOWLEDGED:

TWIN BROOK CAPITAL PARTNERS, LLC,
as Agent

By: 
Name: Vishal Sheth
Title: Chief Financial Officer

SCHEDULE 1
to
Trademark Security Agreement

TRADEMARK REGISTRATIONS

Grantor	Trademark Name	Reg. No.	Reg. Date
Jacent Strategic Merchandising, LLC	Intelligent Assistant	5463625	5/8/2018
Jacent Strategic Merchandising, LLC	Red Jr	4758452	6/23/2015
Jacent Strategic Merchandising, LLC	Fill 'N Brew	4205815	9/11/2012
Jacent Strategic Merchandising, LLC	Sink Fresh	4277948	1/22/2013
Jacent Strategic Merchandising, LLC	Lenz-Clenz	2019329	11/26/1996
Jacent Strategic Merchandising, LLC	Jacent	5356349	12/12/2017
Jacent Strategic Merchandising, LLC	Open E-Z	5699718	3/12/2019
ATA Retail Services, LLC	The Bar Crafting Cheers since 1991	4999818	7/12/2016
ATA Retail Services, LLC	Brighten Up	4581008	8/5/2014
ATA Retail Services, LLC	Crave	4593495	8/26/2014
ATA Retail Services, LLC	The Bar	4526364	5/6/2014
ATA Retail Services, LLC	Culinary Elements	4064231	11/29/2011
ATA Retail Services, LLC	Good Living	3340956	11/20/2007

TRADEMARK APPLICATIONS

Grantor	Trademark Name	App. No.	App. Date
Jacent Strategic Merchandising, LLC	Brite Concepts (Kitchen)	88223655	12/10/2018
Jacent Strategic Merchandising, LLC	Brite Concepts (Household)	88300143	2/13/2019