

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM520755

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Temptime Corporation		04/24/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A, as Collateral Agent		
Street Address:	CIB DMO WLO, Mail Code NY1-C413, 4 CMC		
City:	Brooklyn		
State/Country:	NEW YORK		
Postal Code:	11245-0001		
Entity Type:	Bank: OHIO		
PROPERTY NUMBERS Total: 35			
Property Type	Number	Word Mark	
Registration Number:	5638315	EDGE	
Registration Number:	5356506	EDGEBRIDGE	
Registration Number:	5169625	EDGE CLOUD	
Registration Number:	5308180	EDGECONNECT	
Registration Number:	5125804	EDGEVUE	
Registration Number:	3455672	FREEZEMARKER	
Registration Number:	1573033	FRESH-CHECK	
Registration Number:	3126982	FRESH-CHECK	
Registration Number:	3120796	FRESH-CHECK	
Registration Number:	3072080	FRESHNESS YOU CAN SEE	
Registration Number:	4799295	HEATMARKER	
Registration Number:	4799293	HEATMARKER	
Registration Number:	3173645	HEATMARKER	
Registration Number:	2064872	HEATMARKER	
Registration Number:	2816032	HEATMARKER V V M	
Registration Number:	5143201	IMPROVING GLOBAL HEALTH	
Registration Number:	4467012	LIMITMARKER	
Registration Number:	4440505	MEDTRACKER	
Registration Number:	4467127	MEDTRACKER	

OP \$890.00 5638315

Property Type	Number	Word Mark
Registration Number:	4143083	PROTECTING PATIENTS REDUCING RISK
Registration Number:	2385534	SAFE-T-VUE
Registration Number:	5183087	TEMPERATURE INTELLIGENCE
Registration Number:	5491398	TEMPTIME
Registration Number:	2959531	TEMPTIME
Registration Number:	2846694	TEMPTIME
Registration Number:	5143199	TEMPTIME IMPROVING GLOBAL HEALTH
Registration Number:	3655586	TRANSTRACKER
Registration Number:	4612114	VAL-A-SURE
Registration Number:	5309331	VUEPOINT
Registration Number:	5471244	VUEPOINT
Registration Number:	4947663	VVM+
Registration Number:	5242341	
Registration Number:	5491392	
Registration Number:	3064514	
Registration Number:	2940119	

CORRESPONDENCE DATA

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: 800-494-5225

Email: ipteam@coagencyglobal.com

Correspondent Name: Stewart Walsh

Address Line 1: 1025 Vermont Ave NW, Ste 1130

Address Line 2: COGENCY GLOBAL Inc.

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	1074547 TM
NAME OF SUBMITTER:	Theresa Volano
SIGNATURE:	/Theresa Volano/
DATE SIGNED:	04/25/2019

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

April 24, 2019

WHEREAS, Temptime Corporation, a Delaware corporation (“**Grantor**”), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, the Grantor is party to a Security Agreement dated as of October 27, 2014 (the “**Security Agreement**”), by and among the Grantor, the other grantors party thereto and JPMorgan Chase Bank, N.A., as the Collateral Agent for the Secured Parties (in such capacity, the “**Collateral Agent**”), pursuant to which the Grantor granted a security interest to the Collateral Agent (for the benefit of the Secured Parties) in the Trademark Collateral (as defined below) and is required to execute and deliver this Trademark Security Agreement (this “**Agreement**”).

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meanings given to them in the Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to the Collateral Agent (for the benefit of the Secured Parties) pursuant to the Security Agreement, Grantor hereby grants to the Collateral Agent (for the benefit of the Secured Parties) a security interest in all of Grantor’s right, title and interest in and to the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the “**Trademark Collateral**”), other than Excluded Property:

- (i) all trademarks, service marks, designs, logos, indicia of origin, trade names, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such a Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the “**Trademarks**”);
- (ii) all goodwill of such Grantor’s business symbolized by the Trademarks associated therewith;
- (iii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not the Collateral Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral; and
- (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation, or other violation or impairment of any of the foregoing.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 1(a) of the Security Agreement attach to any “intent-to-use” trademark applications for which a statement of use or an amendment

to allege use has not been filed and accepted by the United States Patent and Trademark Office (but only until such statement or amendment is filed and accepted by the United States Patent and Trademark Office), and solely to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of, or void or cause the abandonment or lapse of, such application or any registration that issues from such intent-to-use application under applicable U.S. law.

Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement. Section 1 of the Security Agreement is hereby incorporated by reference. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.


THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF TO THE EXTENT SUCH PRINCIPLES WOULD CAUSE THE APPLICATION OF THE LAW OF ANOTHER STATE, EXCEPT TO THE EXTENT THAT THE UCC PROVIDES THAT THE PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK, IN WHICH CASE THE LAWS OF SUCH JURISDICTION SHALL GOVERN WITH RESPECT TO THE PERFECTION OF THE SECURITY INTEREST IN, OR THE REMEDIES WITH RESPECT TO, SUCH PARTICULAR COLLATERAL.

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document. Delivery of an executed signature page to this Agreement by facsimile transmission or other electronic communication shall be as effective as delivery of a manually signed counterpart of this Agreement.

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

TEMPTIME CORPORATION

By: 

Name: Michael Cho

Title: President

Accepted and Agreed:

JPMORGAN CHASE BANK, N.A.,
as the Collateral Agent




By: 
Name: Douglas Panchal
Title: Executive Director

[Signature Page to Trademark Security Agreement]





TRADEMARK
REEL: 006628 FRAME: 0874

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Registration No./ Registration Date	Serial No./ Filing Date	Grantor
EDGE	5638315 25-Dec-2018	86/940901 15-Mar-2016	Temptime Corporation
EDGEBRIDGE	5356506 12-Dec-2017	87/339819 17-Feb-2017	Temptime Corporation
EDGECLOUD	5169625 28-Mar-2017	86/949419 22-Mar-2016	Temptime Corporation
EDGECONNECT	5308180 10-Oct-2017	87/204602 15-Oct-2016	Temptime Corporation
EDGEVUE	5125804 17-Jan-2017	86/949404 22-Mar-2016	Temptime Corporation
FREEZEMARKER	3455672 24-Jun-2008	78/907132 13-Jun-2006	Temptime Corporation
FRESH-CHECK	1573033 26-Dec-1989	73/767316 05-Dec-1988	Temptime Corporation
FRESH-CHECK	3126982 08-Aug-2006	78/763489 30-Nov-2005	Temptime Corporation
FRESH-CHECK and Design <i>Fresh-Check</i> 	3120796 25-Jul-2006	78/768343 07-Dec-2005	Temptime Corporation
FRESHNESS YOU CAN SEE	3072080 21-Mar-2006	78/456551 26-Jul-2004	Temptime Corporation
HEATMARKER and Design 	4799295 25-Aug-2015	86/503527 14-Jan-2015	Temptime Corporation
HEATMARKER and Design 	4799293 25-Aug-2015	86/503481 14-Jan-2015	Temptime Corporation
HEATMARKER	3173645 21-Nov-2006	78/721582 27-Sep-2005	Temptime Corporation
HEATMARKER (Stylized) HEATmarker	2064872 27-May-1997	75/090076 08-Mar-1996	Temptime Corporation

Mark	Registration No./ Registration Date	Serial No./ Filing Date	Grantor
HEATMARKER V V M and Design 	2816032 24-Feb-2004	76/227112 19-Mar-2001	Temptime Corporation
IMPROVING GLOBAL HEALTH	5143201 14-Feb-2017	86/899832 06-Feb-2016	Temptime Corporation
LIMITMARKER	4467012 14-Jan-2014	85/559128 02-Mar-2012	Temptime Corporation
MEDTRACKER	4440505 26-Nov-2013	85/040312 17-May-2010	Temptime Corporation
MEDTRACKER and Design 	4467127 14-Jan-2014	85/610821 27-Apr-2012	Temptime Corporation
PROTECTING PATIENTS REDUCING RISK and Design <i>Protecting Patients • Reducing Risk</i>	4143083 15-May-2012	77/885120 03-Dec-2009	Temptime Corporation
SAFE-T-VUE	2385534 12-Sep-2000	75/815675 06-Oct-1999	Temptime Corporation
TEMPERATURE INTELLIGENCE	5183087 11-Apr-2017	86/926613 02-Mar-2016	Temptime Corporation
TEMPTIME	5491398 12-Jun-2018	87/666322 31-Oct-2017	Temptime Corporation
TEMPTIME and Design 	2959531 07-Jun-2005	78/333131 25-Nov-2003	Temptime Corporation
TEMPTIME	2846694 25-May-2004	78/180242 30-Oct-2002	Temptime Corporation
TEMPTIME IMPROVING GLOBAL HEALTH and Design 	5143199 14-Feb-2017	86/898871 05-Feb-2016	Temptime Corporation
TRANSTRACKER	3655586 14-Jul-2009	77/443160 08-Apr-2008	Temptime Corporation
VAL-A-SURE	4612114 30-Sep-2014	85/889424 28-Mar-2013	Temptime Corporation
VUEPOINT	5309331 17-Oct-2017	87/166824 09-Sep-2016	Temptime Corporation
VUEPOINT	5471244 15-May-2018	87/496066 19-Jun-2017	Temptime Corporation
VVM+	4947663 26-Apr-2016	86/548945 27-Feb-2015	Temptime Corporation

Mark	Registration No./ Registration Date	Serial No./ Filing Date	Grantor
	5242341 11-Jul-2017	86/898915 05-Feb-2016	Temptime Corporation
	5491392 12-Jun-2018	87/666257 31-Oct-2017	Temptime Corporation
	3064514 28-Feb-2006	78/471176 20-Aug-2004	Temptime Corporation
	2940119 12-Apr-2005	78/397972 07-Apr-2004	Temptime Corporation