

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM523654

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT FOR SECURITY -- TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AmeriMark HCG LLC		05/15/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	ABC Funding, LLC, as collateral agent		
Street Address:	222 Berkeley Street		
Internal Address:	18th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02116		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1496737	HARRIET CARTER	
Registration Number:	3411598	FRESH FINDS	
CORRESPONDENCE DATA			
Fax Number:	2125935955		
<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:	212-756-2132		
Email:	scott.kareff@srz.com		
Correspondent Name:	S. Kareff c/o Schulte Roth & Zabel LLP		
Address Line 1:	919 Third Avenue		
Address Line 2:	25th Floor		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	077199-0006		
NAME OF SUBMITTER:	Scott Kareff (077199-0006)		
SIGNATURE:	/kc for sk/		
DATE SIGNED:	05/15/2019		
Total Attachments: 3			
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ASSIGNMENT FOR SECURITY -- TRADEMARKS

This ASSIGNMENT FOR SECURITY -- Trademark (this “Trademark Security Agreement”) is made as of May 15, 2019, by AmeriMark HCG LLC, a Delaware limited liability company (“Assignor”), in favor of ABC Funding, LLC, in its capacity as collateral agent for itself and the other Secured Parties (together with its successors and assigns in such capacity, “Assignee”).

WHEREAS, Assignor has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the “Trademarks”);

WHEREAS, the Assignor has entered into a Pledge and Security Agreement, dated as of September 8, 2016 (as amended, restated, supplemented, modified or otherwise changed from time to time, the “Security Agreement”), in favor of Assignee; and

WHEREAS, pursuant to the Security Agreement, Assignor has assigned to the Assignee for the benefit of the Secured Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of each Assignor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the “Collateral”), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the Assignee and the Secured Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

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

AMERIMARK HCG LLC

By: 

Name: Mark Ethier

Title: President and Chief Executive Officer

SCHEDULE A TO ASSIGNMENT FOR SECURITY - TRADEMARKS

<u>TRADEMARK</u>	<u>COUNTRY</u>	<u>REGISTRATION DATE</u>	<u>REGISTRATION NO.</u>
HARRIET CARTER	USA	Jul 19, 1988	1496737
FRESH FINDS	USA	Apr 15, 2008	3411598