

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM526845

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JSI Holding Corp.		03/29/2019	Corporation: DELAWARE
Milo Holding Corp.		03/29/2019	Corporation: DELAWARE
JSI SF Incorporated		03/29/2019	Corporation: DELAWARE
JSI Store Fixtures Canada Inc.		03/29/2019	Corporation: BRITISH COLUMBIA
JSI Store Fixtures Incorporated		03/29/2019	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Stonegate Asset Company II, LLC
Street Address:	123 North Wacker Drive, Suite 1160
Internal Address:	c/o Stonegate Capital Holdings, ATTN: Rebecca Bruch
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	2618975	BANANABED
Registration Number:	3069355	PRODUCEBUDDY
Serial Number:	87668074	FRESHTEMP
Serial Number:	87668086	TEMPFRESH

CORRESPONDENCE DATA

Fax Number: 3146673633

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: 314-552-6000

Email: ipdocket@thompsoncoburn.com

Correspondent Name: Jennifer A. Visintine

Address Line 1: One US Bank Plaza

Address Line 2: Thompson Coburn LLP

Address Line 4: St. Louis, MISSOURI 63101

TRADEMARK

NAME OF SUBMITTER:	Jennifer A. Visintine
SIGNATURE:	/jennifer a. visintine/
DATE SIGNED:	06/07/2019
Total Attachments: 12 source=Stonegate_JSI_Intellectual_Property_Security_Agreement_(03.19)#page1.tif source=Stonegate_JSI_Intellectual_Property_Security_Agreement_(03.19)#page2.tif source=Stonegate_JSI_Intellectual_Property_Security_Agreement_(03.19)#page3.tif source=Stonegate_JSI_Intellectual_Property_Security_Agreement_(03.19)#page4.tif source=Stonegate_JSI_Intellectual_Property_Security_Agreement_(03.19)#page5.tif source=Stonegate_JSI_Intellectual_Property_Security_Agreement_(03.19)#page6.tif source=Stonegate_JSI_Intellectual_Property_Security_Agreement_(03.19)#page7.tif source=Stonegate_JSI_Intellectual_Property_Security_Agreement_(03.19)#page8.tif source=Stonegate_JSI_Intellectual_Property_Security_Agreement_(03.19)#page9.tif source=Stonegate_JSI_Intellectual_Property_Security_Agreement_(03.19)#page10.tif source=Stonegate_JSI_Intellectual_Property_Security_Agreement_(03.19)#page11.tif source=Stonegate_JSI_Intellectual_Property_Security_Agreement_(03.19)#page12.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “Agreement”) is made and entered into as of March 29, 2019, by and between STONEGATE ASSET COMPANY II, LLC, a Delaware limited liability company (“Lender”), JSI HOLDING CORP., a Delaware corporation (“Holdings”), MILO HOLDING CORP., a Delaware corporation (“Milo”), JSI SF INCORPORATED, a Delaware corporation (“JSISF”), JSI STORE FIXTURES INCORPORATED, a Delaware corporation (“JSI”) and JSI STORE FIXTURES CANADA INC., a corporation formed under the laws of British Columbia (“JSI Canada”) (Holdings, Milo, JSISF, JSI and JSI Canada are each individually a “Borrower” and collectively the “Borrowers”).

RECITALS:

WHEREAS, contemporaneously herewith, Lender is providing certain extensions of credit, loans and other financial accommodations (the “Financial Accommodations”) to Borrowers pursuant to that certain Loan and Security Agreement of even date herewith by and between Lender and Borrowers (as may be amended, restated, supplemented or otherwise modified from time to time, the “Loan Agreement”) and the “Loan Documents” (as defined in the Loan Agreement);

WHEREAS, pursuant to the Loan Agreement, each Borrower granted to Lender a first position priority (subject to Permitted Liens) security interest and lien in and to substantially all of such Borrower’s assets, including, without limitation, all patents, trademarks, trademark registrations, trade names, copyrights, all applications therefor and all other intellectual or proprietary rights or interests of any kind, nature or description whatsoever; and

WHEREAS, Lender is willing to provide the Financial Accommodations to Borrowers, provided, among other things, each Borrower executes and delivers this Agreement to Lender.

NOW, THEREFORE, in consideration of the Financial Accommodations, the mutual promises and understandings of Borrowers and Lender set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Borrower covenants unto and agrees with Lender as follows:

1. **Recitals/Defined Terms.** The foregoing Recitals are hereby incorporated by this reference, and are deemed to be a part of this Agreement. All terms in this Agreement, including the Exhibits, which have an initial capital letter where not required by the rules of grammar, and which are not otherwise defined herein, are used herein as defined in the Loan Agreement.

2. **Collateral Assignment of Intellectual Property.** To secure the full and timely payment and performance of the Obligations, each Borrower hereby grants and conveys to Lender a first position priority (subject to Permitted Liens) security interest and lien in and to all of such Borrower’s right, title and interest in and to all of its now owned or existing and hereafter acquired or arising (collectively the “Intellectual Property Collateral”):

A. (i) trademarks, trademark registrations and applications therefor, including, without limitation, the trademarks, trademark registrations and applications listed as

owned by such Borrower on Exhibit "A", (ii) renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iv) the right to sue for past, present and future infringements thereof, and (v) all rights corresponding thereto throughout the world (collectively the "Trademarks");

B. (i) patents, patent registrations and applications therefor, including, without limitation, the inventions and improvements claimed in connection therewith, and the patents, patent registrations and the applications listed as owned by such Borrower on Exhibit "B", (ii) renewals, reissues, divisions, continuations, extensions and continuations-in-part thereof, (iii) all income, royalties, damages and payments now or hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iv) the right to sue for past, present and future infringements thereof, and (v) all rights corresponding thereto throughout the world (collectively the "Patents");

C. (i) copyrights and applications for registration, including, without limitation, the copyrights and applications for registration listed as owned by such Borrower on Exhibit "C", (ii) renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iv) the right to sue for past, present and future infringements thereof, and (v) all rights corresponding thereto throughout the world (collectively the "Copyrights");

D. license agreements for Trademarks, Patents and Copyrights, whether such Borrower is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on Exhibit "D" under which such Borrower is a licensor or licensee, and the right to prepare for sale, sell and advertise for sale all "Inventory" as defined in the Loan Agreement now or hereafter owned by such Borrower and now or hereafter covered by such licenses (collectively the "Licenses"); and

E. the goodwill of such Borrower's business connected with and symbolized by the Trademarks, Patents, Copyrights and Licenses.

Notwithstanding anything in this Agreement to the contrary, "Intellectual Property Collateral" shall not include any Excluded Property.

This Agreement is made for collateral purposes only. Each Borrower acknowledges and agrees that upon the occurrence and during the continuance of an Event of Default, and upon the election by Lender in its sole discretion, the Intellectual Property Collateral shall be immediately conveyed to Lender without any further action by any party, and Lender shall have in accordance with its rights as a security party, the power to use and/or sell the Intellectual Property Collateral in accordance with the terms of this Agreement. Each Borrower covenants and agrees to execute and deliver to Lender all agreements, instruments, documents and other written matter that Lender may request, in form and substance acceptable to Lender, to perfect and maintain perfected Lender's security interests and lien in and to the Intellectual Property Collateral and to consummate the transactions contemplated by this Paragraph 2.

3. **Restrictions on Future Agreements.**

A. Each Borrower agrees that until the Obligations shall have been indefeasibly paid and satisfied in full (other than contingent indemnification obligations not due and owing) and the Loan Documents have been terminated, such Borrower will not, without Lender's prior written consent, enter into any document, instrument or agreement which is inconsistent with such Borrower's obligations under this Agreement. Each Borrower further agrees that it will not take any action, or permit any action to be taken by others subject to their control, including licensees, or fail to take any action, which would affect the validity or enforcement of the rights transferred to Lender under this Agreement.

B. Each Borrower hereby represents and warrants to Lender that such Borrower has not granted any license to any Person other than Lender, ACAP Term Loan Lender and MWCDF in connection with any of the Intellectual Property Collateral. Each Borrower hereby covenants unto Lender that until the Obligations (other than contingent indemnification obligations not due and owing) shall have been indefeasibly paid and satisfied in full and the Loan Documents have been terminated, such Borrower shall not grant any license to any third party in connection with the Intellectual Property Collateral without Lender's prior written consent.

4. **New Trademarks, Patents, Copyrights and Licenses.** Each Borrower represents and warrants that the Trademarks, Patents, Copyrights and Licenses listed on Exhibits "A", "B", "C" and "D" respectively constitute all of the trademarks, trademark registrations, patents, patent registrations, copyrights, applications therefor and licenses now owned by such Borrower. If, prior to payment of the Obligations in full (other than contingent indemnification obligations not due and owing), a Borrower shall (i) obtain rights to any new trademarks, trademark registrations, trademark applications, patents, patent registrations, patent applications, copyrights, application for copyright registration or licenses, or (ii) become entitled to the benefit of any trademark, trademark registration, trademark application, copyright, application for copyright registration or license renewal, the provisions of Paragraph 2 above shall automatically apply thereto and such Borrower shall provide Lender with prompt notice thereof. Each Borrower hereby authorizes Lender to modify this Agreement by amending Exhibits "A", "B", "C" and "D" to include any such future trademarks, trademark registrations, trademark applications, patents, patent registrations, patent applications, copyrights, applications for copyright registration and licenses.

5. **Royalties; Terms.** Each Borrower hereby agrees that the use by Lender of all Intellectual Property Collateral after the occurrence and during the continuance of an Event of Default as described above shall be without any liability for royalties or other related charges from Lender to such Borrower. The term of the assignments granted herein shall extend until the earlier of (i) the expiration of each of the respective Trademarks, Patents, Copyrights and Licenses assigned hereunder, or (ii) the payment to Lender of the Obligations in full (other than contingent indemnification obligations not due and owing) and the termination of the Loan Documents.

6. **Lender's Right to Inspect.** Subject to the terms of the Loan Agreement, Lender shall have the right to inspect each Borrower's premises and to examine each Borrower's books, records and operations, including, without limitation, each Borrower's quality control processes. Each Borrower agrees (i) not to sell or assign its interest in, or grant any licenses under, the Trademarks, Patents, Copyrights or Licenses, other than to another Borrower (with prompt notice to Lender in writing), a Lien in favor of MWCDF pursuant to the MWCDF Subordinated Debt Documents, a Lien in favor of ACAP Term Loan Lender pursuant to the ACAP Term Loan Debt Documents, or in the ordinary course of such Borrower's business upon arm's length terms; (ii) to maintain the quality of any and all products and materials produced in connection with the Intellectual Property Collateral substantially consistent with the quality of said products as of the date hereof; and (iii) not to adversely change or alter the quality of said products or materials in any material way without Lender's prior written consent.

7. **Nature and Termination of Lender's Security Interest.** This Agreement is made for collateral purposes only. Except as otherwise provided in Paragraphs 3, 6 and 13 hereof, nothing contained herein shall be deemed to limit in any way a Borrower's right to use the Trademarks, Patents, Copyrights or Licenses or to grant to Lender any right to use the Trademarks, Patents, Copyrights or Licenses prior to the occurrence and continuance of an Event of Default.

8. **Duties of Borrowers.** Borrowers shall have the duty (i) to prosecute diligently any material trademark, patent and copyright registration pending as of the date hereof or at any time hereafter, until the Obligations (other than contingent indemnification obligations not due and owing) shall have been paid in full, (ii) to make applications for material trademarks, patents and copyrights, as appropriate, and (iii) to preserve and maintain all material Intellectual Property Collateral. Any expenses incurred in connection with such applications shall be jointly and severally borne by Borrowers. No Borrower shall abandon any material Intellectual Property Collateral, without the consent of Lender.

9. **Lender's Right to Sue.** Upon the occurrence and during the continuance of an Event of Default, Lender shall have the right, but shall in no way be obligated, to bring suit in its own name or in the name of one or more Borrowers to enforce the Trademarks, Patents, Copyrights and Licenses. If Lender shall commence any such suit, Borrowers shall, at the request of Lender, do any and all acts and execute any and all instruments, documents and agreements required by Lender to enforce such Intellectual Property Collateral, and Borrowers shall promptly, upon demand, reimburse and indemnify Lender for all reasonable costs and expenses incurred by Lender in the exercise of its rights and remedies under this Paragraph 9.

10. **Waivers.** Lender's failure at any time or times hereafter to require strict performance by any Borrower of any provision of this Agreement shall not waive, affect or diminish any right of Lender thereafter to demand strict compliance and performance therewith. Any suspension or waiver by Lender of an Event of Default shall not suspend, waive or affect any other Event of Default, whether same is prior or subsequent thereto and whether of the same or a different type. None of the undertakings, agreements, warranties, covenants and representations of any Borrower contained in this Agreement and no Event of Default by any Borrower shall be deemed to have been suspended or waived by Lender unless such suspension

or waiver is in writing signed by an officer of Lender and directed to Borrowers specifying such suspension or waiver.

11. **Severability**. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

12. **Modification**. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Paragraph 4 hereof or by a writing signed by the parties hereto.

13. **Cumulative Remedies; Power of Attorney; Effect on Loan Agreement**. All of Lender's rights and remedies with respect to the Intellectual Property Collateral, whether established hereby, by the Loan Documents, by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Each Borrower hereby authorizes Lender to make, constitute and appoint any officer or agent of Lender as such Borrower's true and lawful attorney-in-fact, with power, upon the occurrence and during the continuance of an Event of Default and commencement by Lender of any of its rights and remedies whatsoever, whether pursuant to this Agreement, the Loan Documents, at law, in equity or otherwise, to (a) endorse such Borrower's name on all applications, documents, papers and instruments necessary or desirable for Lender in connection with selling the Intellectual Property Collateral, (b) take any other actions with respect to the Intellectual Property Collateral as Lender decides in its sole and absolute discretion, (c) assign, pledge, sell, convey or otherwise transfer title in or dispose of the Intellectual Property Collateral to any person or entity as Lender may determine in its discretion, and (d) grant or issue any non-exclusive license under the Intellectual Property Collateral, to any person or entity. Each Borrower agrees to indemnify Lender for any infringement claims or other similar claims filed or asserted against Lender from the use of any of the Intellectual Property Collateral, except with respect to matters determined by a court of competent jurisdiction by a final nonappealable judgment to have been caused by or resulted from willful misconduct or gross negligence of Lender. Each Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Obligations shall have been paid in full (other than contingent indemnification obligations not due and owing) and all financing arrangements between Borrowers and Lender have been terminated. Each Borrower acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Lender under the Loan Documents, at law or in equity, but rather is in addition to and intended to facilitate the exercise of such rights and remedies.

14. **Binding Effect; Benefits**. This Agreement shall be binding upon each Borrower and its successors and assigns, and shall inure to the benefit of Lender, its nominees, successors and permitted assigns.

15. **Notice**. Any and all notices, exercises, demands, requests, consents, designations, waivers and other communications required or desired hereunder shall be delivered to the parties

hereto at their addresses set forth in the Loan Agreement and shall be effective as set forth in the Loan Agreement.

16. **Governing Law**. This Agreement shall be deemed to have been executed and delivered in Chicago, Illinois, and shall be governed by and construed in accordance with the internal laws (as opposed to conflicts of law provisions) of the State of Illinois.

17. **Intercreditor Agreement**. The lien and security interests granted to the Lender pursuant to this Agreement and the exercise of any rights or remedies by the Lender hereunder are subject to the terms of that certain Intercreditor Agreement dated as of even date herewith between and among Lender, Advantage Capital Agribusiness Partners, L.P., a Delaware limited partnership and Midwest Community Development Fund II, L.L.C., a Delaware limited liability company (as amended, restated, modified or supplemented from time to time, the “Intercreditor Agreement”). In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

18. **Counterparts; Facsimile Signatures**. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement. Receipt of an executed signature page to this Agreement by facsimile or other electronic transmission shall constitute effective delivery thereof. Electronic records of executed Loan Documents maintained by Lender shall be deemed to be originals thereof.

[signature page follows]

IN WITNESS WHEREOF, each Borrower's duly authorized officers have executed this Agreement as of the date first set forth above.

JSI HOLDING CORP.,
a Delaware corporation

By: Mark Awalt
Mark Awalt, President

MILO HOLDING CORP.,
a Delaware corporation

By: Mark Awalt
Mark Awalt, President

JSISF INCORPORATED,
a Delaware corporation

By: Mark Awalt
Mark Awalt, President

JSI STORE FIXTURES INCORPORATED,
a Delaware corporation

By: Mark Awalt
Mark Awalt, President

JSI STORE FIXTURES CANADA INC.,
a corporation formed under the laws of
British Columbia

By: Mark Awalt
Mark Awalt, President

[Signature Page to Intellectual Property Security Agreement]

ACCEPTANCE

The undersigned, Stonegate Asset Company II, LLC, hereby accepts the foregoing Intellectual Property Security Agreement.

STONEGATE ASSET COMPANY II, LLC,
a Delaware limited liability company

By:



Ryan Woody, Managing Director

{Acceptance Page to Intellectual Property Security Agreement}

EXHIBIT A

Trademarks and Trademark Applications

Trademarks:

<u>Owner</u>	<u>Trademark</u>	<u>Country</u>	<u>Registration No.</u>	<u>Registration Date</u>
JSI Store Fixtures, Inc.	BANANABED	United States	2,618,975	September 10, 2002
JSI Store Fixtures, Inc.	PRODUCEBUDDY	United States	3,069,355	March 14, 2006

Trademark Applications:



<u>Owner</u>	<u>Trademark</u>	<u>Country</u>	<u>Application No.</u>	<u>Date Filed</u>
JSI Store Fixtures, Inc.	FRESHTEMP 	United States	87668074	November 1, 2017
JSI Store Fixtures, Inc.	TEMPFRESH 	United States	87668086	November 1, 2017

EXHIBIT B

Patents and Patent Applications

Patents:

<u>Owner</u>	<u>Patent</u>	<u>Country</u>	<u>Registration No.</u>	<u>Registration Date</u>
JSI Store Fixtures, Inc.	Produce Display Device	United States	6,872,338	March 29, 2005
JSI Store Fixtures, Inc.	Produce Display Device	United States	6,648,154	November 18, 2003
JSI Store Fixtures, Inc.	Closed-Cell Foam End Cap Riser	United States	7,249,746	July 31, 2007
JSI Store Fixtures, Inc.	Produce Display Stand	United States	D695047	December 10, 2013
JSI Store Fixtures, Inc.	Produce Display Stand	United States	8,887,931	November 18, 2014

Patent Applications:

None.

EXHIBIT C

Copyrights and Copyright Applications

Copyrights:

None.

Copyright Applications:

None.

EXHIBIT D

License Agreements

None.

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