

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM583565

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECOND LIEN TRADEMARK SECURITY AGREEMENT		
SEQUENCE:	3		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RESOLUTION ECONOMICS, LLC		06/29/2020	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	REG CORPORATE HOLDINGS, INC., as administrative agent		
Street Address:	345 NORTH MAPLE DRIVE, SUITE 300		
Internal Address:	C/O LEVINE LEICHTMAN CAPITAL PARTNERS, LLC		
City:	BEVERLY HILLS		
State/Country:	CALIFORNIA		
Postal Code:	90210		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5233308	R	
Registration Number:	3578340	RESOLUTION ECONOMICS	
CORRESPONDENCE DATA			
Fax Number:			
	<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:	2122942684		
Email:	trademarkny@winston.com		
Correspondent Name:	Jose Jaime		
Address Line 1:	200 Park Avenue		
Address Line 2:	Winston & Strawn LLP		
Address Line 4:	New York, NEW YORK 10166		
ATTORNEY DOCKET NUMBER:	86703.196		
NAME OF SUBMITTER:	Jose Jaime		
SIGNATURE:	/Jose Jaime by trademarkny/		
DATE SIGNED:	06/29/2020		
Total Attachments: 6			

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NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT, AND THE LIEN AND SECURITY INTERESTS EVIDENCED HEREBY, SHALL AT ALL TIMES BE AND REMAIN SUBORDINATED TO THE EXTENT AND IN THE MANNER SET FORTH IN THAT CERTAIN INTERCREDITOR AND SUBORDINATION AGREEMENT (THE “INTERCREDITOR AGREEMENT”), DATED AS OF JUNE 29, 2020, BY AND AMONG THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND, IN ITS CAPACITY AS ADMINISTRATIVE AGENT UNDER THE SENIOR LOAN DOCUMENTS (AS DEFINED THEREIN), INCLUDING ITS PERMITTED SUCCESSORS AND PERMITTED ASSIGNS FROM TIME TO TIME, AND REG CORPORATE HOLDINGS, INC., IN ITS CAPACITY AS ADMINISTRATIVE AGENT UNDER THE JUNIOR LOAN DOCUMENTS (AS DEFINED THEREIN), TO THE PRIOR PAYMENT IN FULL OF ALL SENIOR OBLIGATIONS (AS DEFINED THEREIN). THE LIEN AND SECURITY INTEREST SECURING THE JUNIOR LOAN DOCUMENTS, THE INDEBTEDNESS EVIDENCED THEREBY, AND THE RELATED GUARANTEES, THE EXERCISE OF ANY RIGHT OR REMEDY WITH RESPECT THERETO, AND CERTAIN OF THE RIGHTS OF THE HOLDER THEREOF ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT (this “Second Lien Trademark Security Agreement”) is made this June 29, 2020, by and between RESOLUTION ECONOMICS, LLC, a California limited liability company (the “Grantor”), and REG CORPORATE HOLDINGS, INC., as administrative agent for the Secured Creditors (in such capacity, together with its successors and assigns, the “Agent”).

WITNESSETH:

WHEREAS, pursuant to that certain Second Lien Credit Agreement, dated as of June 29, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the “Second Lien Credit Agreement”), by and among REG Buyer, LLC, a Delaware limited liability company (“Buyer”), the Grantor, as the Borrower, the other Guarantors from time to time party thereto (and together with Buyer and the Grantor, collectively, the “Loan Parties”), the Agent and the several financial institutions from time to time party thereto, as Lenders, (the “Lenders”), the Lenders are willing to extend credit and make certain other financial accommodations available to the Borrower pursuant to the terms and conditions thereof, but only upon the condition, among others, that the Loan Parties shall have executed and delivered to the Agent, for the benefit of the Secured Creditors, that certain Second Lien Security Agreement, dated as of June 29, 2020 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Second Lien Security Agreement”); and

WHEREAS, pursuant to the Second Lien Security Agreement, the Grantor is required to execute and deliver to the Agent, for the benefit of the Secured Creditors, this Second Lien Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Second Lien Security Agreement and/or the Second Lien Credit Agreement, as applicable.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. The Grantor hereby grants to the Agent, for the benefit of the Agent and the other Secured Creditors, a lien on, a continuing security interest in, and right of set off against, all right, title and interest, whether now owned or existing or hereafter created, acquired or arising, in and to all of the Grantor's (collectively, the "Trademark Collateral"):

(a) trademarks, trade names, corporate names, company names, business names, trade dress, service marks, logos and other source or business identifiers, and all registrations and applications filed in connection therewith ("Trademarks") including those Trademarks referred to on Schedule I hereto, and rights in and to exclusive (i) contracts, (ii) agreements, or (iii) legally binding instruments, arrangements, commitments, understandings or undertakings (including licenses and sublicenses) in respect of the licensing, use, development, ownership or disclosure of any Trademarks (collectively, "Trademark Licenses"); ;

(b) goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(c) products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Trademark License, (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License or (iii) right to receive license fees, royalties, and other compensation under any Trademark License; provided that, notwithstanding anything to the contrary in this Second Lien Trademark Security Agreement, the Trademark Collateral shall exclude any United States intent-to-use trademark applications 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 such intent-to-use trademark applications under applicable federal law, provided that upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Trademark Collateral.

3. SECURITY FOR SECURED OBLIGATIONS. This Second Lien Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Second Lien Trademark Security Agreement secures the payment

of all amounts which constitute part of the Secured Obligations and would be owed by the Grantor to the Agent or the other Secured Creditors, but for the fact that they are unenforceable or not allowable due to the existence of a proceeding under Bankruptcy Laws involving the Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Second Lien Trademark Security Agreement is granted in conjunction with the security interests granted to the Agent, for the benefit of the Secured Creditors, pursuant to the Second Lien Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Creditors with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Second Lien Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Second Lien Trademark Security Agreement and the Second Lien Security Agreement, the Second Lien Security Agreement shall control.

5. GOVERNING LAW. This Second Lien Trademark Security Agreement is made under and governed by the laws of the State of New York without regard to conflicts of laws principles.

6. AUTHORIZATION TO SUPPLEMENT. If the Grantor shall obtain rights to any new trademarks, the provisions of this Second Lien Trademark Security Agreement shall automatically apply thereto. The Grantor shall give notice in writing to the Agent as required by the Second Lien Security Agreement with respect to any new trademark application or trademark registration filed by or acquired by the Grantor trademarks or renewal or extension of any trademark registration of the Grantor. Without limiting the Grantor's obligations under this Section 5, the Grantor hereby authorizes the Agent to unilaterally amend Schedule I to include future United States registered trademarks or trademark applications of the Grantor. Notwithstanding the foregoing, no failure to amend Schedule I shall in any way affect, invalidate or detract from the Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

7. RECORDATION. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks record this Second Lien Trademark Security Agreement.

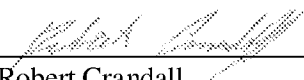
8. COUNTERPARTS. This Second Lien Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall together constitute but one and the same Second Lien Trademark Security Agreement. Delivery of an executed counterpart of this Second Lien Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Second Lien Trademark Security Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, 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.

GRANTOR:


RESOLUTION ECONOMICS, LLC,
a California limited liability company

By: 
Name: Robert Crandall
Title: President

[Signature Page to Second Lien Trademark Security Agreement]

ACCEPTED AND ACKNOWLEDGED BY:

REG CORPORATE HOLDINGS, INC.,
a Delaware corporation

By:  _____
Name: David Wolmer
Title: President


[Signature Page to Second Lien Trademark Security Agreement]

SCHEDULE I

TO

SECOND LIEN TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Trademark Description	U.S. Registration No.	Date Registered
"R & Design" 	Reg. No. 5,233,308	June 27, 2017
"Resolution Economics"	Reg. No. 3,578,340	February 24, 2009