

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM587999

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PEPPERJAM LLC		07/22/2020	Limited Liability Company:
1075 FIRST GLOBAL ASSOCIATES, LLC		07/22/2020	Limited Liability Company:
PERFORMANCE HORIZON GROUP LIMITED		07/22/2020	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A.		
Street Address:	10 South Dearborn		
Internal Address:	Floor L2, Suite IL 1-1145		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5192640		
Registration Number:	5200748	PEPPERJAM	
Registration Number:	5312363	PEPPERJAM NETWORK	
Registration Number:	5462764	ADASSURED	
Registration Number:	4922766	PERFORMANCE HORIZON	
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:	212-728-8000		
Email:	IPDept@willkie.com		
Correspondent Name:	Spencer Simon		
Address Line 1:	787 Seventh Avenue		
Address Line 4:	New York, NEW YORK 10019		
NAME OF SUBMITTER:	Spencer Simon		

CH \$140.00 5192640

SIGNATURE:	/Spencer Simon/
DATE SIGNED:	07/22/2020
Total Attachments: 5 source=Partnerize - Trademark Security Agreement Executed#page1.tif source=Partnerize - Trademark Security Agreement Executed#page2.tif source=Partnerize - Trademark Security Agreement Executed#page3.tif source=Partnerize - Trademark Security Agreement Executed#page4.tif source=Partnerize - Trademark Security Agreement Executed#page5.tif	

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Agreement"), dated as of July 22, 2020, is entered into by PEPPERJAM LLC, a Delaware limited liability company, with its principal place of business located at 555 East North Lane, Suite 5045 Conshohocken, PA ("Pepperjam"), 1075 FIRST GLOBAL ASSOCIATES, LLC, a Pennsylvania limited liability company, with its principal place of business located at 555 East North Lane, Suite 5045 Conshohocken, PA ("1075" and together with Pepperjam, the "US Subsidiary Grantors"), PERFORMANCE HORIZON GROUP LIMITED, a limited liability company registered in England and Wales, with company registration number 07188234 and with its principal place of business located at 8th Floor, West One, Forth Banks, Newcastle Upon Tyne, United Kingdom, NE1 3PA ("Holdings" and together with the US Subsidiary Grantors, the "Grantors") in favor of JPMORGAN CHASE BANK, N.A., as security agent (in such capacity, the "Security Agent") for the banks and other financial institutions or entities (the "Lenders") from time to time parties to the Credit Agreement, dated as of July 22, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among PERFORMANCE HORIZON INC., (the "Borrower"), Holdings, the Lenders, the Security Agent and the Administrative Agent.

WHEREAS, the US Subsidiary Grantors have executed and delivered that Security Agreement, dated as of July 22, 2020, in favor of the Security Agent (the "Security Agreement") pursuant to which the US Subsidiary Grantors have granted to the Security Agent, for the ratable benefit of the Secured Parties, a security interest in all of the US Subsidiary Grantors' right, title, and interest in and to the Trademark Collateral (as defined below);

WHEREAS, Holdings has executed and delivered that Debenture, dated as of July 22, 2020, in favor of the Security Agent (the "Security Agreement") pursuant to which Holdings has granted to the Security Agent, for the ratable benefit of the Secured Parties, a security interest in all of Holdings' right, title, and interest in and to the Trademark Collateral (as defined below);

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor and the Security Agent hereby agree as follows:

SECTION 1. Defined Terms. Capitalized terms not otherwise defined herein have the meanings set forth in the Security Agreement or the Debenture.

SECTION 2. Grant of Security Interest. Subject to the terms of the Security Agreement and the Debenture, each Grantor hereby collaterally assigns to the Security Agent, and hereby grants to the Security Agent, for the ratable benefit of the Secured Parties, a security interest in, to and under all Trademarks and Trademark Licenses, including without limitation, those items set forth on Schedule A hereto, now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations.

SECTION 3. Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the security interest granted under Section 2 above attach to any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing 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, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein

would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 4. Security Agreement. The security interest granted pursuant to this Agreement by the US Subsidiary Grantors is granted in conjunction with the security interest granted to the Security Agent for the ratable benefit of the Secured Parties pursuant to the Security Agreement, and the US Subsidiary Grantors hereby acknowledge and affirm that the rights and remedies of the Security Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. 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.

SECTION 5. Debenture. The security interest granted pursuant to this Agreement by Holdings is granted in conjunction with the security interest granted to the Security Agent for the ratable benefit of the Secured Parties pursuant to the Debenture, and Holdings hereby acknowledges and affirms that the rights and remedies of the Security Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Debenture, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Debenture, the provisions of the Debenture shall control.

SECTION 6. Recordation. The Grantors authorize and requests that the Commissioner for Trademarks and any other applicable government officer record this Agreement with the United States Patent and Trademark Office.


SECTION 7. Governing Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK.

SECTION 8. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by email or telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.


[Signature Page Follows]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.


PERFORMANCE HORIZON GROUP
LIMITED, as Grantor

By: 
Name: Malcolm Cowley
Title: Director

PEPPERJAM LLC, as Grantor

By: 
Name: Malcolm Cowley
Title: Chief Executive Officer

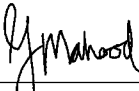
1075 FIRST GLOBAL ASSOCIATES, LLC, as
Grantor

By: 
Name: Malcolm Cowley
Title: Chief Executive Officer

{Signature Page to Trademark Security Agreement}

TRADEMARK
REEL: 007005 FRAME: 0864

JPMORGAN CHASE BANK, N.A., as Security Agent

By:  _____
Name: Grace Mahood
Title: Authorized Signatory

SCHEDULE A

U.S. Trademark Registrations and Applications

Mark	App. Number	Reg. Number	Owner
	86/948,822	5,192,640	1075 FIRST GLOBAL ASSOCIATES, LLC
PEPPERJAM	86/753,546	5,200,748	1075 FIRST GLOBAL ASSOCIATES, LLC
PEPPERJAM NETWORK	86/948,845	5,312,363	1075 FIRST GLOBAL ASSOCIATES, LLC
ADASSURED	87/564,085	5,462,764	PEPPERJAM LLC
	86/720,956	4,922,766	PERFORMANCE HORIZON GROUP LIMITED
	79/253,770		PERFORMANCE HORIZON GROUP LIMITED
PARTNERIZE	79/256,743		PERFORMANCE HORIZON GROUP LIMITED