# OP \$115.00 8865780

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM589596

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
JH Global Holdings Limited		06/30/2020	Corporation: VIRGIN ISLANDS, BRITISH
JH Global IP Limited		06/30/2020	Corporation: VIRGIN ISLANDS, BRITISH

## **RECEIVING PARTY DATA**

Name:	Cortland Capital Market Services LLC	
Street Address:	eet Address: 225 W. Washington Street	
Internal Address:	9th Floor	
City:	Chicago	
State/Country:	ILLINOIS	
Postal Code:	60606	
Entity Type:	Limited Liability Company: DELAWARE	

#### **PROPERTY NUMBERS Total: 4**

Property Type Number		Word Mark		
Serial Number:	88657865	LAHAR		
Serial Number:	88033151	ASLI CLASSIC CHAIN LINK		
Serial Number: 87708781		CRAFT YOUR LEGEND		
Serial Number:	87708779	MADE FOR LEGENDS		

# **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:** 6124927251

Email: cthompson@fredlaw.com
Correspondent Name: Courtney Thompson
Address Line 1: 200 South 6th Street

Address Line 4: Minneapolis, MINNESOTA 55402

NAME OF SUBMITTER:	Courtney Thompson
SIGNATURE:	/Courtney Thompson/
DATE SIGNED:	07/31/2020

## **Total Attachments: 6**

source=IP Security Agreement - Trademark Security Agreement\_Executed(06302020)#page1.tif source=IP Security Agreement - Trademark Security Agreement\_Executed(06302020)#page2.tif source=IP Security Agreement - Trademark Security Agreement\_Executed(06302020)#page3.tif source=IP Security Agreement - Trademark Security Agreement\_Executed(06302020)#page4.tif source=IP Security Agreement - Trademark Security Agreement\_Executed(06302020)#page5.tif source=IP Security Agreement - Trademark Security Agreement\_Executed(06302020)#page6.tif

TRADEMARK SECURITY AGREEMENT dated as of June 30, 2020 (this "<u>Agreement</u>"), among JH Global Holdings Limited, a BVI business company incorporated in the British Virgin Islands with company number 1823410 and with its registered office at Ritter House, Wickhams Cay II, Road Town, Tortola VG1110, British Virgin Islands (the "<u>Borrower</u>"), the other Subsidiary Loan Parties from time to time party hereto and Cortland Capital Market Services LLC ("<u>Cortland</u>"), as Administrative Agent for and on behalf of itself and the other Secured Parties.

Reference is made to (a) Amendment No. 1 to the Credit Agreement, dated as of May 27, 2020 ("Amendment No. 1"), among JH Global Holdings Limited, a BVI business company incorporated in the British Virgin Islands with company number 1823410 and with its registered office at Ritter House, Wickhams Cay II, Road Town, Tortola VG1110, British Virgin Islands (the "Borrower"), JH Investment Holdings Limited, a BVI business company incorporated in the British Virgin Islands with company number 1827318 and with its registered office at Ritter House, Wickhams Cay II, Road Town, Tortola VG1110, British Virgin Islands, each of the Subsidiary Loan Parties party thereto, the Lenders party thereto from time to time, and Cortland Capital Market Services LLC, as the administrative agent (the "Administrative Agent"), which amends and restates that certain Credit Agreement, dated as of January 30, 2018 (as the same may be further amended, restated, supplemented and/or otherwise modified from time to time, the "Credit Agreement"), (b) the Guarantee and Collateral Agreement dated as of January 30, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among JH Investment Holdings Limited, a BVI business company incorporated in the British Virgin Islands with company number 1827318 and with its registered office at Ritter House, Wickhams Cay II, Road Town, Tortola VG1110, British Virgin Islands ("Holdings"), the Borrower, JH Global, the other Subsidiary Loan Parties from time to time party thereto and Cortland, as Administrative Agent for and on behalf of itself and the other Secured Parties, and (c) Trademark Security Agreement, dated as of January 30, 2018 among JH Global Holdings Limited, a BVI business company incorporated in the British Virgin Islands with company number 1823410 and with its registered office at Ritter House, Wickhams Cay II, Road Town, Tortola VG1110, British Virgin Islands (the "Borrower"), the other Subsidiary Loan Parties from time to time party hereto and Cortland Capital Market Services LLC ("Cortland"), as Administrative Agent for and on behalf of itself and the other Secured Parties. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Borrower and the Subsidiary Loan Parties party hereto (other than the Borrower) are Affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto hereby agree as follows:

SECTION 1. <u>Terms</u>. Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Credit Agreement or the Collateral Agreement, as applicable. The rules of construction specified in Section 1.03 of the Credit Agreement also apply to this Agreement, mutatis mutandis.

SECTION 2. <u>Grant of Security Interest</u>. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor pursuant to the Collateral Agreement did, and hereby does, grant to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all right, title and interest in, to and under any and all of the following assets

now owned or at any time hereafter acquired by such Grantor or in, to or under which such Grantor now has or at any time hereafter may acquire any right, title or interest (collectively, the "Trademark Collateral"):

- (a) (i) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States of America or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule II, (ii) all goodwill associated therewith or symbolized thereby and (iii) all other assets, rights and interests that uniquely reflect or embody such goodwill; and
- (b) all exclusive Trademark Licenses under which any Grantor is a licensee, including those listed on Schedule I.
- SECTION 3. <u>Collateral Agreement</u>. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.
- SECTION 4. <u>Counterparts</u>. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 5. <u>Choice of Law</u>. This Agreement shall be governed by, and construed in accordance with, the law of the State of New York.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

JH GLOBAL HOLDINGS LIMITED

JH GLØBAL/IP LIMITED

By: <u>////</u>
Name: Audrey Finci

Title: Director

[Signature Page to Trademark Security Agreement]

TRADEMARK

REEL: 007012 FRAME: 0051

CORTLAND CAPITAL MARKET SERVICES LLC, as Administrative Agent

Name: Jon Kirschmeier Title: Associate Counsel

[Signature Page to Trademark Security Agreement]

**TRADEMARK** 

**REEL: 007012 FRAME: 0052** 

# SCHEDULE I

See attached.

## SCHEDULE I

No.	Froilemask.	Constro	Class	Application/Registration St.	Status	Deatline	Overship
ı	JOHN HARDY	Bahamas	18 (local Class 50(5))	Appl. Date: 22 December 2015 Appl. No.: 39907	Registered	Due to renewal 21 December 2029	JH Global IP Limited 171 Main Street Road Town, Tortola, VG1110 BRITISH VIRGIN ISLANDS
2	JOHN HARDY	Mexico	14	Appl. Date: 26 January 2018 App No.: 2001707 Reg. No.:1870940	Registered	Due to renewal 26 January 2028	JH Global IP Limited 171 Main Street Road Town, Tortola, VG1110 BRITISH VIRGIN ISLANDS
3	JOHN HARDY	Mexico	35	Appl. Date: 26 January 2018 Appl. No.: 2001710 Reg. No.: 1870943	Registered	Due to renewal 26 January 2028	JH Global IP Limited 171 Main Street Road Town, Tortola, VG1110 BRITISH VIRGIN ISLANDS
4	JOHN HARDY	Panama	35	Appl. Date: 5 January 2018 Appl. No. : 263354 Reg. No.: 26335401	Registered	Due to renewal 5 January 2028	JH Global IP Limited Ritter House, Wickhams Cay II, Road Town, Tortola, VG1110 BRITISH VIRGIN ISLANDS
5	JOHN HARDY	Thailand	14	Appl. Date: 30 January 2019 Appl. No.: 190104730 Publication Date: 27 April 2020	Publication		JH Global IP Limited Ritter House, Wickhams Cay II, Road Town, Tortola, VG1110 BRITISH VIRGIN ISLANDS
6	JOHN HARDY  JOHN HARDY EST BALL 1975	Hong Kong	14	Appl. No.: 305019183 Appl Date: 7 August 2019	Registered	Due to renewal 5 August 2029	JH Global IP Limited Ritter House, Wickhams Cay II, Road Town, Tortola, VG1110 BRITISH VIRGIN ISLANDS
7	(JH New Device)	Hong Kong	14	Appl. No.: 305046688 Appl. Date: 4 September 2019 Publication Date: 18 October 2019	Registered	Due to renewal 3 September 2029	JH Global IP Limited Ritter House, Wickhams Cay II, Road Town, Tortola VG1110, BRITISH VIRGIN ISLANDS
8	(JH New Device)	India	14	Appl. No.: 4358073 Appl. Date: 25 November 2019 Trademark Journal No.: 1945 Publication date: 16 March 2020	Publication		JH Global IP Limited Ritter House, Wickhams Cay II, Road Town, Tortola VG1110 BRITISH VIRGIN ISLANDS
9	(JH New Device)	Puerto Rico	14	App No.: 236265-14-1 App date: 2 December 2019	Pending		JH Global IP Limited Ritter House, Wickhams Cay II, Road Town, Tortola VG1110 BRITISH VIRGIN ISLANDS
10	LAHAR	USA	14	Appl. No.: 88657865 Appl. Date: 17 October 2019 Reg. No.: 6033825 Reg. Date: 14 April 2020	Registered	Due to renewal 14 April 2030	JH Global IP Limited Ritter House, Wickhams Cay II, Road Town, Tortola VG1110 BRITISH VIRGIN ISLANDS
11	ASLI CLASSIC CHAIN LINK	USA	14	Appl. No.: 88033151 Appl. Date: 11 July 2018 Reg.No.: 5886507	Registered	Due to renewal 14 October 2029	JH Global IP Limited Ritter House, Wickhams Cay II, Road Town, Tortola, VG1110 BRITISH VIRGIN ISLANDS
12	CRAFT YOUR LEGEND	USA	14, 35	Reg. No.: 5657448 Reg. Date: 15 January 2019 Appl. Date: 5 December 2017 Appl.No.: 87708781	Registered	Due to renewal 15 January 2029	JH Global IP Limited Ritter House, Wickhams Cay II, Road Town, Tortola, VG1110 BRITISH VIRGIN ISLANDS
13	MADE FOR LEGENDS	USA	14, 35	Reg. No.: 5657447 Reg. Date: 15 January 2019 Appl. Date: 5 December 2017 Appl. No.: 87708779	Registered	Due to renewal 15 January 2029	JH Global IP Limited Ritter House, Wickhams Cay II, Road Town, Tortola, VG1110 BRITISH VIRGIN ISLANDS

**RECORDED: 07/31/2020**