

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM612547

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The John Gore Organization, Inc.		12/04/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	IL1-1145/54/63, P.O. Box 6026		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	10019		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5907408	JOHN GORE FOUNDATION	
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:	3129932652		
Email:	heather.poitras@lw.com		
Correspondent Name:	Heather Poitras		
Address Line 1:	330 N Wabash Avenue		
Address Line 4:	Chicago, ILLINOIS 60611		
ATTORNEY DOCKET NUMBER:	049067-0220		
NAME OF SUBMITTER:	Heather Poitras		
SIGNATURE:	/hp/		
DATE SIGNED:	12/04/2020		
Total Attachments: 5			
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CH \$40.00 5907408

Trademark Security Agreement

TRADEMARK SECURITY AGREEMENT dated as of December 4, 2020 (this "Agreement"), made by THE JOHN GORE ORGANIZATION, INC., a Delaware corporation (the "Pledgor"), in favor of JPMORGAN CHASE BANK, N.A., as Administrative Agent (as defined below).

Reference is made to the Amended and Restated Guarantee and Collateral Agreement dated as of December 4, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among THE JOHN GORE ORGANIZATION, INC., a Delaware corporation (the "Borrower"), and each subsidiary of the Borrower identified therein and JPMorgan Chase Bank, N.A., as administrative agent (together with its successors and assigns in such capacity, the "Administrative Agent") for the Secured Parties (as defined therein). The parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance when due (whether at stated maturity, by acceleration or otherwise), as the case may be, in full of the Secured Obligations, the Pledgor pursuant to the Collateral Agreement did, and hereby does, assign, grant and pledge to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all of such Pledgor's 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 Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Assets, the "IP Collateral"):

(i) all Trademarks of the United States of America, including those listed on Schedule I; (ii) all renewals thereof; (iii) all goodwill associated with or symbolized by the foregoing; (iv) all claims for, and rights to sue for, past or future infringements, dilutions or other violations of any of the foregoing; (v) all income, royalties, damages and payments now or hereafter due and payable with respect to any of the foregoing, including damages and payments for past or future infringements, dilutions or other violations thereof; and (vi) all other rights, priorities, and privileges accruing thereunder or pertaining thereto throughout the world;

provided, however, that the foregoing pledge, assignment and grant of security interest will not cover any "intent-to-use" applications for a trademark or service mark registration filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) or 1(d) of the Lanham Act has been filed, solely to the extent, if any, and solely during the period, if any, in which, the assignment, pledge or grant of a security interest in such "intent-to-use" application prior to such filing would violate the Lanham Act.

SECTION 3. Collateral Agreement. 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 Pledgor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the IP 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. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute

but one contract. Delivery of an executed counterpart to this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

SECTION 5. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS 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.

THE JOHN GORE ORGANIZATION, INC.

By: 
Name: Paul Dietz
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007123 FRAME: 0869

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



By: _____
Name: Matthew Landry
Title: Authorized Officer

Schedule I

Trademarks

Mark	Registration No.	Registration Date
JOHN GORE FOUNDATION	5907408	11/12/2019