

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM616496

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HANJIN INTERNATIONAL CORP.		12/23/2020	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	The Bank of New York Mellon Trust Company, N.A., as Agent		
Street Address:	2001 BRYAN STREET, SUITE 1000		
City:	DALLAS		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	6019579	WILSHIRE GRAND CENTER	
Registration Number:	6102410	WILSHIRE GRAND CENTER	
Registration Number:	5944545	WILSHIRE GRAND CENTER	
CORRESPONDENCE DATA			
Fax Number:	7147558290		
<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:	7145401235		
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	650 Town Center Drive, Suite 2000		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	068421-0001		
NAME OF SUBMITTER:	Anna T Kwan		
SIGNATURE:	/atk/		
DATE SIGNED:	12/23/2020		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT, dated as of December 23, 2020 (this “Agreement”), made by HANJIN INTERNATIONAL CORP., a California corporation (the “Pledgor”), in favor of The Bank of New York Mellon Trust Company, N.A., as Agent (as defined below).

Reference is made to the Collateral Agreement, dated as of December 23, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among the Pledgor, each Subsidiary Loan Party thereto and The Bank of New York Mellon Trust Company, N.A., as Administrative Agent (together with its successors and assigns in such capacity, the “Agent”) for the Secured Parties (as defined therein). The parties hereto agree as follows:

SECTION 1. *Terms.* All 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 clause (b) of the “Definitions” section of the Loan Agreement (as referenced in the Collateral Agreement) also apply to this Agreement.

SECTION 2. *Grant of Security Interest.* As security for the payment and performance when due (whether at the stated maturity, by acceleration or otherwise), as the case may be, in full of the Indebtedness, the Pledgor pursuant to the Collateral Agreement did, and hereby does, collaterally assign and pledge to the Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the 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 Trademarks of the United States of America, including those listed on Schedule I, 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, the “IP Collateral”); provided, however, that the foregoing pledge, assignment and grant of security interest will not include any Excluded Property, including, without limitation, any pending United States “intent-to-use” trademark applications for which a verified statement of use or an amendment to allege use has not been filed with and accepted by the United States Patent and Trademark Office.

SECTION 3. *Collateral Agreement.* The security interests granted to the Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Agent pursuant to the Collateral Agreement. The Pledgor hereby acknowledges and affirms that the rights and remedies of the 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 and prevail.

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 LAW OF THE STATE OF NEW YORK.

SECTION 6. *Agent.* The Agent is not responsible for the validity or sufficiency of this Agreement nor for the recitals herein. The parties hereto agree that the Agent shall have all the rights, protections, indemnities, and immunities afforded to it in the Loan Agreement.

[Signature Pages Follow]

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


HANJIN INTERNATIONAL CORP.

By:  _____

Name: Chang Hoon Kim

Title: Deputy Treasurer

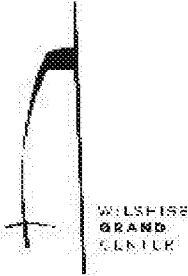
THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A., not in its individual capacity but
solely as Agent

By: 
Michele R. Shrum
Vice President

Schedule I
to Intellectual Property Security Agreement

Trademarks Owned by Hanjin International Corp.

US Trademark Registrations

Trademark	Status	App #	Reg #	Reg. Date
	Live	87-982341	6,019,579	March 24, 2020
		87-428246	6,102,410	July 14, 2020
WILSHIRE GRAND CENTER	Live	87416116	5,944,545	December 24, 2019