

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM622573

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JAS WORLDWIDE MANAGEMENT, INC.		01/27/2021	Corporation: GEORGIA
RECEIVING PARTY DATA			
Name:	HSBC BANK USA, NATIONAL ASSOCIATION, as Agent		
Street Address:	1441 Brickell Avenue, 10th Floor		
City:	Miami		
State/Country:	FLORIDA		
Postal Code:	33131		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	6148084	JAS	
Registration Number:	4033755	JAS ORBIS TOTAL SUPPLY CHAIN SOLUTION VI	
Registration Number:	3994522	JAS FORWARDING WORLDWIDE	
CORRESPONDENCE DATA			
Fax Number:	4045725100		
<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:	4045723493		
Email:	kosborne@kslaw.com		
Correspondent Name:	Karen Osborne, Senior Paralegal		
Address Line 1:	1180 Peachtree Street, N.E., Suite 1600		
Address Line 2:	King & Spalding LLP		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	08301.015008		
NAME OF SUBMITTER:	Karen Osborne		
SIGNATURE:	//Karen Osborne//		
DATE SIGNED:	01/27/2021		
Total Attachments: 5			
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Trademark Security Agreement

THIS TRADEMARK SECURITY AGREEMENT, dated as of January 27, 2021 (this “Security Agreement”), is made by JAS WORLDWIDE MANAGEMENT, INC., a corporation organized under the laws of the state of Georgia (the “Grantor”), in favor of HSBC BANK USA, NATIONAL ASSOCIATION, as administrative agent and collateral agent (in such capacities, together with its successors and permitted assigns, the “Agent”) for the benefit of Agent, each Issuer and each Lender (as defined in the Loan and Security Agreement referred to below, and referred to collectively herein as the “Secured Parties”).

WHEREAS, the Grantor, the other borrowers party thereto, the guarantors from time to time parties thereto, the lenders from time to time parties thereto and the Agent have entered into an Amended and Restated Loan and Security Agreement, dated as of December 7, 2016 (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the “Loan and Security Agreement”);

WHEREAS, the Loan and Security Agreement requires the Grantor to execute and deliver this Security Agreement;

NOW, THEREFORE, in consideration of the premises and in order to ensure compliance with the Loan and Security Agreement, the Grantor hereby agrees as follows:

Section 1 Defined Terms. Capitalized terms used herein without definition are used as defined in the Loan and Security Agreement.

“Trademark Licenses” shall mean any and all present and future agreements providing for the granting of any right in or to Trademarks (whether the Grantor is a licensee or licensor thereunder), including, without limitation, any thereof referred to in Schedule I hereto.

“Trademarks” shall mean, collectively, with respect to the Grantor, all trademarks, service marks, slogans, logos, certification marks, trade dress, uniform resource locations (URL’s), domain names, corporate names, trade names and other source or business identifiers, whether registered or unregistered, owned by or assigned to the Grantor and all registrations and applications for the foregoing (whether by statutory or common law, whether established or registered in the United States, any State thereof, or any other country or any political subdivision thereof and, in each case, whether owned by or licensed to the Grantor), and all goodwill associated therewith, now existing or hereafter adopted or acquired, together with any and all (i) rights and privileges arising under applicable law with respect to the Grantor’s use of any trademarks, (ii) reissues, continuations, extensions and renewals thereof and amendments thereto, (iii) income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements thereof, (iv) rights corresponding thereto throughout the world and (v) rights to sue for past, present or future infringements thereof, including, without limitation, any thereof referred to in Schedule I hereto.

Section 2 Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of the Grantor, hereby pledges, assigns and transfers to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a security interest in, all of its right, title and interest in, to and under the following Collateral (the “Trademark Collateral”):

(i) all of its Trademarks and all Trademark Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule I hereto;

(ii) all renewals and extensions of the foregoing;

(iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(iv) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3 Loan and Security Agreement. The security interest granted pursuant to this Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Loan and Security Agreement, and the Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict or inconsistency between this Security Agreement and the Loan and Security Agreement (or any portion hereof or thereof), the terms of the Loan and Security Agreement shall prevail.

Section 4 Representation and Warranty. Schedule I correctly sets forth all applied for and federally registered Trademarks owned by such Grantor in its own name as of the date hereof.

Section 5 Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Trademark Licenses subject to a security interest hereunder.

Section 6 Counterparts. This Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 7 Governing Law. This Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

IN WITNESS WHEREOF, the 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.

JAS WORLDWIDE MANAGEMENT, INC., as
Grantor

By: 

Name:

Marco Rebuffi

Title:

President and CEO

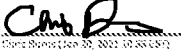
[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007170 FRAME: 0770

Acknowledged and Agreed to as of the date hereof:

AGENT:


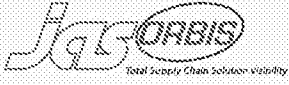

HSBC BANK USA, NATIONAL ASSOCIATION, as Agent

By: 
Name: Chris Burns
Title: Senior Vice President

SCHEDULE I

Trademarks

REGISTERED TRADEMARKS

<u>Grantor</u>	<u>Mark</u>	<u>Country</u>	<u>Registration No.</u>	<u>Registration Date</u>
JAS Worldwide Management, Inc.		USA	6148084	09/08/2020
JAS Worldwide Management, Inc.		USA	4033755	10/04/2011
JAS Worldwide Management, Inc.		USA	3994522	07/12/2011