

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM680778

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Redbox+ International LLC		09/20/2021	Limited Liability Company: MICHIGAN
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	10 S. Dearborn		
Internal Address:	Floor L2, Suite IL1-0480		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4596529	REDBOX+	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<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:	3128622000		
Email:	rob.soneson@kirkland.com		
Correspondent Name:	Rob Soneson		
Address Line 1:	300 N LaSalle		
Address Line 2:	Kirkland & Ellis LLP		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	26241-15		
NAME OF SUBMITTER:	Rob Soneson		
SIGNATURE:	/rsoneson/		
DATE SIGNED:	10/13/2021		
Total Attachments: 5			
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FIRST LIEN TRADEMARK SECURITY AGREEMENT

(Trademarks and Trademark Licenses)

FIRST LIEN TRADEMARK SECURITY AGREEMENT, dated as of September 20, 2021, between the undersigned (the “Grantor”), and JPMORGAN CHASE BANK, N.A., as Collateral Agent.

WHEREAS, the Grantor owns, or in the case of Trademark Licenses is a party to, the Trademark Collateral (as defined below);

WHEREAS, BELFOR HOLDINGS, INC., a Delaware corporation (the “Borrower Representative”), BELFOR USA GROUP, INC., a Colorado Corporation (the “BELFOR USA”), BELFOR EUROPE GMBH, a German corporation (the “German Borrower”), BELFOR (CANADA) INC., a Canadian corporation, (the “Canadian Borrower” and, together with the Borrower Representative, BELFOR USA and the German Borrower, the “Borrowers”), ASP BF INTERMEDIATE SUB LLC, a Delaware limited liability company (“Holdings”), certain Subsidiaries from time to time party thereto, as Subsidiary Guarantors, the banks and financial institutions listed on the signature pages thereto or that become parties thereto after the Closing Date, as Lenders and JPMORGAN CHASE BANK, N.A., as Collateral Agent and Administrative Agent, are parties to that certain First Lien Credit Agreement, dated as of April 4, 2019 (as amended, extended, restated, amended and restated, supplemented, waived or otherwise modified from time to time, the “Credit Agreement”);

WHEREAS, pursuant to (i) that certain First Lien Security Agreement, dated as of April 4, 2019 (as amended, extended, restated, amended and restated, supplemented, waived or otherwise modified from time to time, the “First Lien Security Agreement”), among the Borrower Representative, the Borrowers, Holdings, the other Grantors party thereto and JPMorgan Chase Bank, N.A., as Collateral Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the “Grantee”), and (ii) certain other Security Documents (including this First Lien Trademark Security Agreement), the Grantor secures the Secured Obligations by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in the Collateral of the Grantor, including all right, title, and interest of the Grantor in, to and under the Trademark Collateral (as defined below); and

WHEREAS, terms defined in the First Lien Security Agreement (or whose definitions are incorporated by reference in Section 1 of the First Lien Security Agreement) and not otherwise defined herein have, as used herein, the respective meanings provided for therein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, subject to and upon the terms and conditions contained in the First Lien Security Agreement, the Grantor hereby grants to the Grantee, for the benefit of the Secured Parties, to secure the Secured Obligations, a continuing security interest in all of the Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “Trademark Collateral”), whether now owned or existing or hereafter acquired or arising:

(i) each United States Trademark constituting Recordable Intellectual Property owned by the Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;

(ii) each Trademark License constituting Recordable Intellectual Property to which the Grantor is a party, including, without limitation, each Trademark License identified in Schedule 1 hereto; and

(iii) all Proceeds of, revenues from, and accounts and general intangibles arising out of, the foregoing; *provided* that, notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include any Excluded Assets.

THE PARTIES HERETO AUTHORIZE AND REQUEST THAT THE COMMISSIONER OF PATENTS AND TRADEMARKS OF THE UNITED STATES RECORD THIS SECURITY INTEREST IN THE TRADEMARK COLLATERAL.

Upon any termination or release of the Trademark Collateral pursuant to paragraphs 15(a) through 15(c) of the First Lien Security Agreement, the Collateral Agent shall, at the expense of the Grantor, promptly execute and deliver to the Grantor all UCC termination statements, releases of Intellectual Property Filings, and similar documents and take such other actions as the Grantor shall reasonably request in writing to evidence such termination or release of the Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Grantee pursuant to the First Lien Security Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the First Lien 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 between the provisions of this First Lien Trademark Security Agreement and the provisions of the First Lien Security Agreement, the provisions of the First Lien Security Agreement shall govern.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Grantor has caused this First Lien Trademark Security Agreement to be duly executed by its officers thereunto duly authorized as of the date first written above.

REDBOX+ INTERNATIONAL LLC, as Grantor

By: Chris Jones
Name: *Chris Jones*
Title: *CFO*

Acknowledged:

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

By: 
Name: Krys Szremski
Title: Executive Director

[Signature Page to First Lien Trademark Security Agreement]

TRADEMARK
REEL: 007450 FRAME: 0882

Schedule 1
to First Lien Trademark Security Agreement

TRADEMARKS

US Trademark Registrations

<u>Grantor</u>	<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
RedBox+ International, LLC	REDBOX+	4,596,529	September 2, 2014