

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM692268

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
T.W. VENDING INC.		12/03/2021	Corporation: MINNESOTA
THREE SQUARE MARKET, INC.		12/03/2021	Corporation: WISCONSIN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MGG Investment Group LP		
<b>Street Address:</b>	One Penn Plaza, 53rd Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10119		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 21</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5803808	TURNKEY CORRECTIONS	
<b>Registration Number:</b>	6337583	THREE SQUARE MARKET	
<b>Registration Number:</b>	6248295	3 THREE SQUARE MARKET	
<b>Registration Number:</b>	5792222	TURNKEY CORRECTIONS	
<b>Registration Number:</b>	5803809	TURNKEY CORRECTIONS	
<b>Registration Number:</b>	5889281	INMATE CANTEEN	
<b>Registration Number:</b>	6053387	CORRECTRAK	
<b>Registration Number:</b>	6022633	THREE SQUARE 3 SELF PAY MARKET	
<b>Registration Number:</b>	6208901	32MARKET	
<b>Registration Number:</b>	6084211	NORM TECHNOLOGY	
<b>Registration Number:</b>	6095644	CELL-EZE	
<b>Registration Number:</b>	6466951	ROAM	
<b>Registration Number:</b>	6482381	ROAM REMOTE OFFENDER ACTIVITY MANAGEMENT	
<b>Registration Number:</b>	6314778	COOLER CAFE	
<b>Serial Number:</b>	90315326	32GO SELF-PAY MARKET	
<b>Serial Number:</b>	90799533	TSM SMART LOCK	
<b>Serial Number:</b>	90546497	JAIL TALK	
<b>Serial Number:</b>	90799418	MY CONNECTION HUB	
<b>TRADEMARK</b>			

CH \$540.00 5803808

Property Type	Number	Word Mark
Serial Number:	90171529	TKC INSIGHT
Serial Number:	90548954	32E-GOBIKES
Serial Number:	90819645	TKC INSIGHT

**CORRESPONDENCE DATA**

**Fax Number:** 2129692900

*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:** 212-969-3000

**Email:** ypan@proskauer.com

**Correspondent Name:** Jae Y. Kim

**Address Line 1:** Proskauer Rose LLP

**Address Line 2:** Eleven Times Square

**Address Line 4:** New York, NEW YORK 10036-8299

<b>ATTORNEY DOCKET NUMBER:</b>	47057.048
<b>NAME OF SUBMITTER:</b>	Jae Y. Kim
<b>SIGNATURE:</b>	/Jae Y. Kim/
<b>DATE SIGNED:</b>	12/03/2021

**Total Attachments: 5**

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ASSIGNMENT FOR SECURITY – TRADEMARKS

WHEREAS, T.W. Vending Inc., a Minnesota corporation and Three Square Market, Inc., a Wisconsin corporation (individually, an “Assignor” and together, the “Assignors”) has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the “Trademarks”);

WHEREAS, the Assignors have entered into a Pledge and Security Agreement, dated as of December 3, 2021 (as amended, restated, supplemented, modified or otherwise changed from time to time, the “Security Agreement”), in favor of MGG Investment Group LP, as the Collateral Agent for itself and certain lenders (in such capacity, together with its successors and assigns in such capacity, the “Assignee”); and

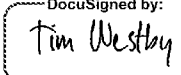
WHEREAS, pursuant to the Security Agreement, the Assignors have assigned to the Assignee and granted to the Assignee for the benefit of the Secured Parties (as defined in the Security Agreement) a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the “Collateral”), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignors hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the Assignee and the Secured Parties a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

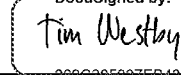
The Assignors hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of December 3, 2021.

**T.W. VENDING INC.**

DocuSigned by:  
  
By: \_\_\_\_\_  
Name: Tim Westby  
Title: President

**THREE SQUARE MARKET, INC.**

DocuSigned by:  
  
By: \_\_\_\_\_  
Name: Tim Westby  
Title: President