

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM769078

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Joinder Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Union Supply Group, Inc.		11/18/2022	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A.		
Street Address:	4 Chase Metrotech Center		
City:	Brooklyn		
State/Country:	NEW YORK		
Postal Code:	11245-0001		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 31			
Property Type	Number	Word Mark	
Registration Number:	3513029	BACK COUNTRY	
Registration Number:	4313925	BUBBA'S ORIGINAL RECIPE	
Registration Number:	3362794	CLEAR TUNES	
Registration Number:	4188020	CORNERSTONE	
Registration Number:	3250108	COURT LINE	
Registration Number:	4165869	DRAGON EXPRESS	
Registration Number:	4915157	EASTVIEW FARMS	
Registration Number:	3609153	FISHERMAN'S PARADISE	
Registration Number:	3655127	GRACEY'S GOODIES	
Registration Number:	5046837	GT PROSPORT	
Registration Number:	4020503	LEGENDARY MEAT SNACKS	
Registration Number:	4020744	LEVEL 10	
Registration Number:	4485493	LEVEL 10	
Registration Number:	4093669	LEVEL 10	
Registration Number:	5853520	LYNDEL DEAN'S ORIGINAL RECIPE	
Registration Number:	5233078	PANCHO'S CANTINA	
Registration Number:	3672078	SAYULITA	
Registration Number:	3581890	SIAM ORIENTAL FOODS	
Registration Number:	3653863	SIAM ORIENTAL FOODS	

OP \$790.00 3513029

Property Type	Number	Word Mark
Registration Number:	4090675	SIMLINE
Registration Number:	4172087	TAPA ROSA
Registration Number:	6081781	URBAN STREET
Registration Number:	6382354	URBAN STREET
Registration Number:	6449289	URBAN WASH
Serial Number:	88412922	URBAN CITY
Serial Number:	88412788	URBAN STREET
Serial Number:	88434115	TEXAS STREET
Serial Number:	90145561	U SAVE OUTLET STORE
Serial Number:	97379598	COPPER RIVER
Serial Number:	97379575	CEDAR RIDGE
Serial Number:	97379533	CORNERSTONE

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 800-713-0755

Email: Michael.Violet@wolterskluwer.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Jessica Dias-Jayasinghe
SIGNATURE:	/Jessica Dias-Jayasinghe/
DATE SIGNED:	11/21/2022

Total Attachments: 8

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Union Supply Group, Inc.

- Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: California
 Other _____

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) November 18, 2022

- Assignment Merger
 Security Agreement Change of Name
 Other Joinder Trademark Security Agreement

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: JPMORGAN CHASE BANK, N.A.

Street Address: 4 Chase Metrotech Center

City: Brooklyn

State: NY

Country: USA Zip: 11245-0001

- Individual(s) Citizenship _____
 Association Citizenship _____
 Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other Bank Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

see attached Schedule I

B. Trademark Registration No.(s)

see attached Schedule I

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Jessica Dias-Jayasinghe, Paralegal

Internal Address: _____

Street Address: 32 Old Slip

City: New York

State: NY Zip: 10005

Phone Number: 212-701-3793

Docket Number: Aramark (57320.1986)

Email Address: JDias-Jayasinghe@cahill.com

6. Total number of applications and registrations involved:

31

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Jessica Dias-Jayasinghe
Signature

11/21/2022 Date

Jessica Dias-Jayasinghe, Paralegal

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

8

Trademark Security Agreement

This **Trademark Security Agreement**, dated as of November 18, 2022, is made by UNION SUPPLY GROUP, INC. (the “Pledgor”), in favor of JPMORGAN CHASE BANK, N.A., in its capacity as Agent (in such capacity, the “Agent”) for the several banks and other financial institutions (the “Lenders”) pursuant to that certain Credit Agreement, dated as of March 28, 2017 (as amended by Incremental Amendment No. 1 thereto, dated September 20, 2017 and Incremental Amendment No. 2 thereto, dated December 11, 2017, as further amended by Incremental Amendment No. 3, dated as of February 28, 2018, as further amended by Amendment No. 4, dated as of May 11, 2018, as further amended by Amendment No. 5, dated as of May 24, 2018, as further amended by Amendment No. 6, dated as of June 12, 2018, as further amended by Amendment No. 7, dated as of October 1, 2018, as further amended by Amendment No. 8, dated as of January 15, 2020, as further amended by Amendment No. 9, dated as of April 22, 2020, as further amended by Amendment No. 10, dated as of November 12, 2020, as further amended by Amendment No. 11, dated as of April 6, 2021, and as the same may be further amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among ARAMARK SERVICES, INC., a Delaware corporation (the “U.S. Borrower”), ARAMARK CANADA LTD., a company organized under the laws of Canada (the “Canadian Borrower”), ARAMARK INVESTMENTS LIMITED, a limited company incorporated under the laws of England and Wales, ARAMARK LIMITED, a limited company incorporated under the laws of England and Wales (together with Aramark Investments Limited, the “U.K. Borrowers” and each a “U.K. Borrower”), ARAMARK IRELAND HOLDINGS LIMITED, a company incorporated under the laws of Ireland, ARAMARK REGIONAL TREASURY EUROPE, DESIGNATED ACTIVITY COMPANY, a company incorporated under the laws of Ireland (together with Aramark Ireland Holdings Limited, the “Irish Borrowers” and each an “Irish Borrower”), ARAMARK HOLDING DEUTSCHLAND GMBH (as successor by merger to ARAMARK HOLDINGS GMBH & CO. KG), a limited partnership (*Kommanditgesellschaft*) established under the laws of Germany (the “German Borrower”) and ARAMARK INTERNATIONAL FINANCE S.À R.L., a private limited liability company (*société à responsabilité limitée*) incorporated under the laws of the Grand Duchy of Luxembourg (“Luxembourg”) having its registered office at 562 rue de Neudorf, L-2220 Luxembourg, Grand Duchy of Luxembourg, registered with the Luxembourg Trade and Companies Register (*Registre de commerce et des sociétés, Luxembourg*) (the “Luxembourg Register”) under number B 213.360 (the “Lux Borrower” and, together with the U.S. Borrower, the Canadian Borrower, the U.K. Borrowers, the Irish Borrowers, the German Borrower and any Additional Foreign Borrower, the “Borrowers”), ARAMARK INTERMEDIATE HOLDCO CORPORATION, a Delaware corporation (“Holdings”), each Subsidiary of the U.S. Borrower that, from time to time, becomes a party thereto, the Lenders (as defined in Article I of the Credit Agreement), the Issuing Banks named therein, and JPMORGAN CHASE BANK, N.A., as administrative agent for the Lenders and collateral agent for the Secured Parties hereunder (in such capacities, together with its successors and assigns in such capacities, the “Agent”).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the U.S. Borrower and certain subsidiaries thereof executed and delivered a U.S. Pledge and Security Agreement dated as of March 28, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Agent, and the Pledgor has executed and delivered Supplement No. 4 to the Security Agreement on the date hereof, pursuant to which the Pledgor has pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all of such Pledgor's Copyrights, Patents and Trademarks and is required to execute and deliver this Trademark Security Agreement; and

WHEREAS, the Pledgor has duly authorized the execution, delivery and performance of this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises, the Pledgor hereby agrees with the Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all Trademarks of the Pledgor, including those listed on Schedule I attached hereto, provided that no security interest shall be granted in any intent-to-use trademark application to the extent that and solely during the period in which the grant of such security interest would impair the validity or enforceability, or result in the cancellation, of such intent-to-use trademark application under federal law.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Security Agreement and Pledgor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. The Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

SECTION 4. Termination. Upon the termination of the Security Agreement or release of the Pledgor or sale or assignment of any Trademarks in accordance with the terms of

the Security Agreement, the Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement and shall duly execute, acknowledge, procure and deliver any further documents and shall do any further acts as may be reasonably necessary to effect the release of the security interest contemplated hereby.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

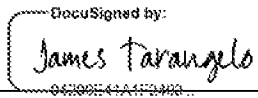
SECTION 6. Governing Law. This Trademark Security Agreement shall be construed in accordance with and governed by the laws of the State of New York.

[signature page follows]

IN WITNESS WHEREOF, the Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,


UNION SUPPLY GROUP, INC.

By:  _____
Name: James J. Tarangelo
Title: Treasurer

[Signature Page to Trademark Security Agreement]

Accepted and Agreed:

JPMORGAN CHASE BANK, N.A.,
as Agent

By: 
Name: Jeffrey C Miller
Title: Managing Director

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Registrations:

<u>Owner</u>	<u>Trademark</u>	<u>Country</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Status</u>
Union Supply Group, Inc.	BACK COUNTRY	US	3513029	10/7/2008	Registered
Union Supply Group, Inc.	BUBBA'S ORIGINAL RECIPE	US	4313925	4/2/2013	Registered
Union Supply Group, Inc.	CLEAR TUNES and Design	US	3362794	1/1/2008	Registered
Union Supply Group, Inc.	CORNERSTONE	US	4188020	8/7/2012	Registered
Union Supply Group, Inc.	COURT LINE and Design	US	3250108	6/12/2007	Registered
Union Supply Group, Inc.	DRAGON EXPRESS	US	4165869	6/26/2012	Registered
Union Supply Group, Inc.	EASTVIEW FARMS	US	4915157	3/8/2016	Registered
Union Supply Group, Inc.	FISHERMAN'S PARADISE	US	3609153	4/21/2009	Registered
Union Supply Group, Inc.	GRACEY'S GOODIES	US	3655127	7/14/2009	Registered
Union Supply Group, Inc.	GT PROSPORT and Design	US	5046837	9/20/2016	Registered
Union Supply Group, Inc.	LEGENDARY MEAT SNACKS	US	4020503	8/30/2011	Registered
Union Supply Group, Inc.	LEVEL 10	US	4020744	8/30/2011	Registered
Union Supply Group, Inc.	LEVEL 10	US	4485493	2/18/2014	Registered
Union Supply Group, Inc.	LEVEL 10	US	4093669	1/31/2012	Registered
Union Supply Group, Inc.	LYNDEL DEAN'S ORIGINAL RECIPE	US	5853520	9/3/2019	Registered
Union Supply Group, Inc.	PANCHO'S CANTINA	US	5233078	6/27/2017	Registered
Union Supply Group, Inc.	SAYULITA	US	3672078	8/25/2009	Registered
Union Supply Group, Inc.	SIAM ORIENTAL FOODS and Design	US	3581890	2/24/2009	Registered
Union Supply Group, Inc.	SIAM ORIENTAL FOODS	US	3653863	7/14/2009	Registered

<u>Owner</u>	<u>Trademark</u>	<u>Country</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Status</u>
Union Supply Group, Inc.	SIMLINE	US	4090675	1/24/2012	Registered
Union Supply Group, Inc.	TAPA ROSA	US	4172087	7/10/2012	Registered
Union Supply Group, Inc.	URBAN STREET	US	6081781	6/16/2020	Registered
Union Supply Group, Inc.	URBAN STREET	US	6382354	6/8/2021	Registered
Union Supply Group, Inc.	URBAN WASH	US	6449289	8/10/2021	Registered

Applications:

<u>Owner</u>	<u>Trademark</u>	<u>Country</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Status</u>
Union Supply Group, Inc.	URBAN CITY	US	88412922	5/2/2019	Pending ¹
Union Supply Group, Inc.	URBAN STREET	US	88412788	5/2/2019	Pending ²
Union Supply Group, Inc.	TEXAS STREET	US	88434115	5/16/2019	Pending ³
Union Supply Group, Inc.	U SAVE OUTLET STORE	US	90145561	8/28/2020	Pending ⁴
Union Supply Group, Inc.	COPPER RIVER	US	97379598	04/25/2022	Pending ⁵
Union Supply Group, Inc.	CEDAR RIDGE	US	97379575	04/25/2022	Pending ⁶
Union Supply Group, Inc.	CORNERSTONE	US	97379533	04/25/2022	Pending ⁷

¹ This is an intent-to-use trademark application and is excluded from the Collateral until a statement of use is filed.

² This is an intent-to-use trademark application and is excluded from the Collateral until a statement of use is filed.

³ This is an intent-to-use trademark application and is excluded from the Collateral until a statement of use is filed.

⁴ This is an intent-to-use trademark application and is excluded from the Collateral until a statement of use is filed.

⁵ This is an intent-to-use trademark application and is excluded from the Collateral until a statement of use is filed.

⁶ This is an intent-to-use trademark application and is excluded from the Collateral until a statement of use is filed.

⁷ This is an intent-to-use trademark application and is excluded from the Collateral until a statement of use is filed.