

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM820295

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>RESUBMIT DOCUMENT ID:</b>	900774057

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Jones Industrial Holdings, Inc.		05/17/2023	Corporation: TEXAS

**RECEIVING PARTY DATA**

<b>Name:</b>	Oaktree Fund Administration, LLC, as Administrative Agent
<b>Street Address:</b>	333 South Grand Ave., 28th Floor
<b>City:</b>	Los Angeles
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	90071
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

**PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
<b>Serial Number:</b>	97688423	JONES INDUSTRIAL HOLDINGS
<b>Registration Number:</b>	4719538	JJH

**CORRESPONDENCE DATA****Fax Number:**

*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:** 3129932617  
**Email:** atoosa.nowrouzi@lw.com  
**Correspondent Name:** Atoosa Nowrouzi  
**Address Line 1:** C/O Latham and Watkins 330 N Wabash Ave  
**Address Line 2:** Suite 2800  
**Address Line 4:** Chicago, ILLINOIS 60611

<b>ATTORNEY DOCKET NUMBER:</b>	070525-0016 [AN]
<b>NAME OF SUBMITTER:</b>	ATOOSA NOWROUZI
<b>SIGNATURE:</b>	/an/
<b>DATE SIGNED:</b>	06/28/2023

**Total Attachments: 4**

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The liens and security interests securing the obligations evidenced hereby are subordinate in the manner and to the extent set forth in that certain Subordination and Intercreditor Agreement dated as of May 17, 2023 (as the same may be amended or otherwise modified from time to time pursuant to the terms thereof, the “Intercreditor Agreement”) between JPMorgan Chase Bank, N.A., as the First Priority Agent, and Oaktree Fund Administration, LLC, as the Second Priority Agent, and acknowledged and agreed to by the Borrower and other Loan Parties party thereto, to the “First Priority Liens,” as defined therein; and each holder of this instrument, by its acceptance hereof, irrevocably agrees to be bound by the provisions of the Intercreditor Agreement.

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**CONFIRMATORY GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (the “Confirmatory Grant”) is made effective as of May 17, 2023 by and from Jones Industrial Holdings, Inc., a Texas corporation (the “Grantor”), to and in favor of Oaktree Fund Administration, LLC (the “Grantee”), for itself and as Administrative Agent for the Secured Parties (as defined in the Second Lien Credit Agreement referenced below).

WHEREAS, the Grantor, the Grantee, the other Loan Parties party thereto and the Lenders part thereto have entered into that certain Second Lien Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Second Lien Credit Agreement”).

WHEREAS, the Grantor, the other Loan Parties and the Grantee have entered into that certain Second Lien Pledge and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Second Lien Security Agreement”).

WHEREAS, the Grantor owns the trademarks (the “Trademarks”) listed on Exhibit A attached hereto, which such Trademarks are pending or registered with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted under the Second Lien Security Agreement to the Grantee for the benefit of the Secured Parties. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Second Lien Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Second Lien Security Agreement, the provisions of the Second Lien Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

- 1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Second Lien Credit Agreement.
- 2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of all the Obligations. Upon the payment in full of all Obligations (other than Unliquidated Obligations that have not yet arisen), Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to the Grantor all reasonably requested instruments in writing releasing the security interest in the Trademarks acquired under this Confirmatory Grant.

(b) The Grantor hereby grants to Grantee a security interest in (1) all of the Grantor's right, title and interest in and to the Trademarks now owned or from time to time after the date hereof owned or acquired by the Grantor, together with (2) all proceeds and products of such Trademarks, (3) the goodwill associated with such Trademarks, and (4) all causes of action arising prior to or after the date hereof for infringement of such Trademarks or unfair competition regarding the same.

3) Counterparts. This Confirmatory Grant 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.

4) Governing Law. This Confirmatory Grant 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.

[Signature Page Follows]

IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant effective as of the date first written above.

JONES INDUSTRIAL HOLDINGS, INC.


By: Deana Haygood  
Name: Deana Haygood  
Title: Senior Vice President and Chief Financial Officer

Signature Page to  
Confirmatory Grant of Security Interest in United States Trademarks

**TRADEMARK**  
**REEL: 008112 FRAME: 0089**

**CONFIRMATORY GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS**

**Exhibit A - SCHEDULE OF TRADEMARKS**

<b>Owner</b>	<b>Mark</b>	<b>Status</b>	<b>Country</b>	<b>Application Number/ Application Date</b>	<b>Registration Number/ Registration Date</b>
Jones Industrial Holdings, Inc.	JONES INDUSTRIAL HOLDINGS	Pending	United States	97688423 22-NOV-2022	
Jones Industrial Holdings, Inc.	JJH 	Registered	United States	86362495 11-AUG-2014	4719538 14-APR-2015