

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM852092

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JENSEN ENTERPRISES, INC.		11/08/2023	Corporation: NEVADA
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	10 South Dearborn, Floor L2, Suite IL1-1145		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603-2300		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4260727	TRAXPLATE	
Registration Number:	4306961	LOCKLID	
Registration Number:	4165421	TRAXPLATE	
Registration Number:	4481875	VERTI-SET	
Registration Number:	3808798	BROOKS	
Registration Number:	2876095	STORM VAULT	
Registration Number:	1447511	JENSEN PRE-CAST	
Registration Number:	1447510	JENSEN	
CORRESPONDENCE DATA			
Fax Number:			
<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:	3127018637		
Email:	ipdocket@mayerbrown.com		
Correspondent Name:	William R. Siegel, Mayer Brown LLP		
Address Line 1:	71 S. Wacker Drive		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	23744475		
NAME OF SUBMITTER:	William R. Siegel		

CH \$215.00 4260727

SIGNATURE:	/william r siegel/
DATE SIGNED:	11/08/2023
Total Attachments: 4 source=JPM_Jensen - Confirmatory Grant of Security Interest in US Trademarks [Executed]#page1.tif source=JPM_Jensen - Confirmatory Grant of Security Interest in US Trademarks [Executed]#page2.tif source=JPM_Jensen - Confirmatory Grant of Security Interest in US Trademarks [Executed]#page3.tif source=JPM_Jensen - Confirmatory Grant of Security Interest in US Trademarks [Executed]#page4.tif	

**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 November 8, 2023 by and from JENSEN ENTERPRISES, INC., a Nevada corporation (the “Grantor”), to and in favor of JPMORGAN CHASE BANK, N.A., (the “Grantee”) for itself and as Administrative Agent for the Secured Parties (as defined in the Credit Agreement referenced below).

WHEREAS, the Grantor, PELCO, LLC a Nevada limited liability company (“PELCO”), JENSEN EQUIPMENT LEASING, LLC, a Nevada limited liability company (“Jensen Equipment”), the Grantee, the other Loan Parties party thereto and the Lenders party thereto have entered into a Credit Agreement dated as of November 8, 2023 (as may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”).

WHEREAS, the Grantor, PELCO, Jensen Equipment, the other Loan Parties party thereto and the Grantee have entered into a Pledge and Security Agreement dated as of November 8, 2023 (as may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”).

WHEREAS, the Grantor owns the trademarks (the “Trademarks”) listed on Exhibit A attached hereto, which 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 to Grantee under the Security Agreement. The rights and remedies of Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the 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 Security Agreement, the provisions of the 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 meanings given to them in the Credit Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of all the Secured Obligations. Upon the Payment in Full of all Secured Obligations (other than Unliquidated Obligations that have not yet arisen), the security interest acquired by Grantee under this Confirmatory Grant shall be automatically released and Grantee shall promptly, upon such Payment in Full, execute, acknowledge, and deliver to Grantor all reasonably requested instruments in writing or otherwise, evidencing such release.

(b) The Grantor hereby grants to Grantee a security interest in (1) all of 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 the Trademarks, (3) the goodwill

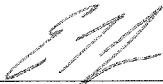
associated with such Trademarks, and (4) all causes of action arising prior to or after the date hereof for infringement of the Trademarks or unfair competition regarding the same.

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.

IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant of Security Interest in United States Trademarks effective as of the date first written above.

JENSEN ENTERPRISES, INC.

By: 
Name: Eric L. Jensen
Title: President

Signature Page for Grant of
Security Interest in United States Trademarks

TRADEMARK
REEL: 008253 FRAME: 0839

CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS
Exhibit A - SCHEDULE OF TRADEMARKS

Owner	Description	Registration No.
Jensen Enterprises, Inc.	TRAXPLATE	4260727
Jensen Enterprises, Inc.	LOCKLID	4306961
Jensen Enterprises, Inc.	TRAXPLATE	4165421
Jensen Enterprises, Inc.	VERTI-SET	4481875
Jensen Enterprises, Inc.	BROOKS	3808798
Jensen Enterprises, Inc.	STORM VAULT	2876095
Jensen Enterprises, Inc.	JENSEN PRE-CAST	1447511
Jensen Enterprises, Inc.	JENSEN	1447510