

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI42327

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KCP OPERATING COMPANY, LLC		02/16/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Company Name:	FIRST-CITIZENS BANK & TRUST COMPANY		
Street Address:	239 Fayetteville Street		
City:	Raleigh		
State/Country:	NORTH CAROLINA		
Postal Code:	27601		
Entity Type:	National Banking Association: NORTH CAROLINA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	98166653		
CORRESPONDENCE DATA			
Fax Number:	6175236850		
<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:	6175732700		
Email:	andrew.jaworski@hklaw.com,susan.dinicola@hklaw.com		
Correspondent Name:	Andrew Jaworski		
Address Line 1:	10 St. James Avenue		
Address Line 4:	Boston, MASSACHUSETTS 02116		
NAME OF SUBMITTER:	Andrew Jaworski		
SIGNATURE:	Andrew Jaworski		
DATE SIGNED:	02/21/2024		
Total Attachments: 3			
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GRANT OF SECURITY INTEREST IN TRADEMARKS

This Trademark Security Agreement is made as of February 16, 2024 (this “Trademark Security Agreement”), by KCP OPERATING COMPANY, LLC, a Delaware limited liability company (the “Grantor”), in favor of FIRST-CITIZENS BANK & TRUST COMPANY, in its capacity as administrative agent for the holders of the Obligations (together with its successors and assigns in such capacity, the “Grantee”).

WHEREAS, the Grantor has adopted, used and are 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 Grantor has entered into a Security and Pledge Agreement, dated March 16, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), in favor of the Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Secured Parties, a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill 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 Obligations.

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Obligations (including, for the avoidance of doubt, Obligations arising under Secured Hedge Agreements (if any)), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee, for the benefit of the Secured Parties, a continuing security interest in the Collateral, and all associated goodwill, to secure the prompt payment, performance and observance of the Obligations.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee 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.

This Trademark Security Agreement 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. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

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IN WITNESS WHEREOF, the Grantor has caused this Trademarks Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.


KCP OPERATING COMPANY,
LLC

By: David P. Edlma
Name: David P Edlma
Title: CFO

[Signature Page to Grant of Security Interest in Trademarks]

**SCHEDULE A TO
GRANT OF SECURITY INTEREST**

Trademark Applications

Trademark	Application Number	Application Date
1. 	98/166,653	06-SEP-2023