OP \$40.00 3623561

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM412716

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	Notice of Security Interest in Trademarks	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Garrison Investment Group LP		01/13/2017	Limited Partnership: DELAWARE

RECEIVING PARTY DATA

Name:	Wilmington Trust, National Association, as Administrative Agent		
Street Address:	50 South Sixth St, Suite 1290		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	national association: UNITED STATES		

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3623561	GARRISON INVESTMENT GROUP

CORRESPONDENCE DATA

Fax Number: 2138918763

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.

Email:rhonda.deleon@lw.comCorrespondent Name:Latham & Watkins LLPAddress Line 1:355 South Grand Avenue

Address Line 4: Los Angeles, CALIFORNIA 90071-1560

ATTORNEY DOCKET NUMBER:	050183-0033	
NAME OF SUBMITTER:	Rhonda DeLeon	
SIGNATURE:	/Rhonda DeLeon/	
DATE SIGNED:	01/18/2017	

Total Attachments: 5

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TRADEMARK REEL: 005967 FRAME: 0834

Notice of Security Interest in Trademarks

NOTICE OF SECURITY INTEREST IN TRADEMARKS dated as of January 13, 2017 (this "<u>Trademark Security Agreement</u>"), made by Garrison Investment Group LP, a Delaware limited partnership (the "<u>Grantor</u>"), in favor of WILMINGTON TRUST, NATIONAL ASSOCIATION, as administrative agent (the "<u>Agent</u>").

WHEREAS, under the terms of the Term Loan and Security Agreement, by and between JTSS Borrower LLC, Grantor, the other Loan Parties thereto, the Lenders thereto and Agent, dated as of January 13, 2017 (the "Security Agreement"), the Grantor has granted to the Agent, for the benefit of the Loan Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office (the "USPTO"); and

WHEREAS, this Trademark Security Agreement has been granted in conjunction with the security interest granted to Agent under the Security Agreement. The rights and remedies of Agent 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 Trademark Security Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. *Terms*. Capitalized terms used in this Trademark Security Agreement and not otherwise defined herein have the meanings specified in the Security Agreement.

SECTION 2. *Grant of Security Interest*. To secure the prompt and complete payment due of the Obligations and the performance of the Company and the other Loan Parties of all of the covenants and obligations to be performed pursuant to the Security Agreement, the Grantor hereby grants to the Agent, its successors and permitted assigns, on behalf of the Lenders, a security interest in all of Grantor's right, title and interest in or to any and all of the following Collateral, whether now owned or at any time hereafter arising or acquired by the Grantor (collectively, but excluding any Excluded Property, the "Trademark Collateral"):

(a) all trademarks, service marks, corporate names, company names, business names, trade dress, logos and taglines, all registrations thereof (if any), and all registration and recording applications filed in connection therewith, including registrations and registration applications in the USPTO (except for "intent-to-use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, for which an amendment to allege use or a statement of use has not been filed under Sections 1(c) and 1(d) of Lanham Act, respectively, or, if filed, has not been deemed in

TRADEMARK REEL: 005967 FRAME: 0835 conformance with Section 1(a) of the Lanham Act or examined and accepted by the United States Patent and Trademark Office), and all renewals thereof, including those listed on <u>Schedule I</u> hereto; and

(b) all goodwill associated therewith or symbolized thereby.

SECTION 3. *Security for Obligations*. The grant of a security interest in the Trademark Collateral by the Grantor under this Trademark Security Agreement is made to secure the payment or performance, as the case may be, in full of the Obligations.

SECTION 4. *Recordation*. The Grantor hereby requests and authorizes the USPTO to record this Trademark Security Agreement against the Trademark Collateral.

SECTION 5. *Counterparts*. This Trademark Security Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Agreement by facsimile or other electronic transmission (including.pdf file) shall be as effective as delivery of a manually signed original.

SECTION 7. *Governing Law*. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST), BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

GARRISON INVESTMENT GROUP LP as Grantor

Title: CHIEF OPERATING OFFICER

WILMINGTON TRUST, NATIONAL ASSOCIATION, as Agent

By: __ Name:

Title:

nce President

Trademarks Owned by the Grantor

U.S. Trademark Registrations

Mark	App. No./ App. Date	Reg. No./ Reg. Date	Owner
GARRISON	77186310	3623561	GARRISON
INVESTMENT	21-MAY-2007	19-MAY-2009	INVESTMENT
GROUP			GROUP LP

U.S. Trademark Applications

None.

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RECORDED: 01/18/2017