

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM420543

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JNJ Enterprises, LLC		09/13/2016	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as administrative agent
Street Address:	270 Park Avenue
Internal Address:	44th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 37

Property Type	Number	Word Mark
Registration Number:	3888125	CROP HARVEST EARTH
Registration Number:	3497325	CROP HARVEST EARTH
Registration Number:	3393574	BAOJING
Registration Number:	3379737	168
Registration Number:	3367260	BAOJING
Registration Number:	3350469	FINIAN'S FIVE PROVINCES
Registration Number:	3252568	JEALOUS BITCH
Registration Number:	3236558	KING'S CROSS
Registration Number:	3243051	FARETTI
Registration Number:	2936445	
Registration Number:	2959736	MICHTER'S EST. 1753 US*1
Registration Number:	2820450	US1
Registration Number:	2799225	US1
Registration Number:	3184443	MICHTER'S US*1
Registration Number:	3459256	
Registration Number:	3469232	CROP HARVEST EARTH
Registration Number:	3406421	BAOJING
Registration Number:	3282314	BAOJING

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2527731	MICHTER'S
Registration Number:	4019886	TUFFO
Registration Number:	4276822	CROP
Registration Number:	4782257	FORT NELSON
Registration Number:	4810325	MICHTER'S
Registration Number:	4449196	MICHTER'S
Serial Number:	86241613	
Serial Number:	86832028	CLENSE
Serial Number:	86561983	FORT NELSON
Serial Number:	86636696	FORT NELSON
Serial Number:	86832030	KLENSE
Serial Number:	86358294	MICHTER'S
Serial Number:	86636692	MICHTER'S
Serial Number:	86832019	MICHTER'S DISTILLERY
Serial Number:	86888549	MICHTER'S EXCELLUS
Serial Number:	86160391	
Serial Number:	86146037	
Serial Number:	86162925	
Serial Number:	86146039	

CORRESPONDENCE DATA

Fax Number: 8883259116

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: jessica.davis@lockelord.com

Correspondent Name: Jessica Davis

Address Line 1: 2800 Financial Plaza

Address Line 2: Locke Lord

Address Line 4: Providence, RHODE ISLAND 02903

ATTORNEY DOCKET NUMBER:	1444099.00058
NAME OF SUBMITTER:	Jessica Davis
SIGNATURE:	/JDavis/
DATE SIGNED:	03/21/2017

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is dated as of September 13, 2016 and is between JNJ Enterprises, LLC, a Delaware limited liability company (the "Grantor") and JPMorgan Chase Bank, N.A., as Administrative Agent for the benefit of itself and the other lenders party to the Credit Agreement referred to below (in such capacity, the "Administrative Agent").

WITNESSETH:

WHEREAS pursuant to the terms of that certain Amended and Restated Credit Agreement dated as of September 13, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Chatham Imports, Inc. ("Chatham"), Quaker Equities Ltd. ("Quaker"), and Brescome Barton Inc. ("Brescome"), and collectively with Chatham and Quaker, the "Borrowers"), the Grantor, as a Loan Guarantor (as defined in the Credit Agreement), the other Loan Guarantors from time to time party thereto, the banks and financial institutions from time to time party thereto (the "Lenders"), and the Administrative Agent, the Lenders have agreed to extend credit and make certain financial accommodations to the Borrowers.

WHEREAS pursuant to the Amended and Restated Pledge and Security Agreement dated as of September 13, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Borrowers, the other domestic Subsidiaries of Quaker from time to time party thereto, and the Administrative Agent, the Grantor granted to the Administrative Agent a security interest and continuing lien on all of the Grantor's right, title and interest in, to and under all Collateral, including the Trademark Collateral (as defined below), and all Collateral in each case whether now owned or existing or hereafter acquired or arising to secure the prompt and complete payment and performance of all Obligations (as defined in the Credit Agreement) including the Obligations of the Borrowers under the Credit Agreement;

WHEREAS the parties to the Credit Agreement contemplate and intend that the Administrative Agent shall have all rights of a secured party in and to the Trademark Collateral and any proceeds thereof, including, without limitation, if an Event of Default (as defined in the Credit Agreement) shall occur and be continuing, the right to exercise its remedies under the Credit Agreement and the Security Agreement in connection with all of Grantor's right, title and interest in such Trademark Collateral; and

WHEREAS pursuant to the Credit Agreement and the Security Agreement, the Grantor is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the Grantor agrees as follows:

Section 1. Defined Terms

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meanings given to them in the Security Agreement.

Section 2. Grant of Security Interest in Trademarks

The Grantor hereby grants to the Administrative Agent a security interest in all of its right, title and interest in, to and under the Trademarks, including the Trademarks listed in Schedule A, in each case whether now owned or hereafter acquired (collectively, the "Trademark Collateral").

Section 3. Security for Obligations

This Agreement secures, and the Trademark Collateral is collateral security for, the prompt and complete payment or performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise of all Obligations.

Section 4. Security Agreement

The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral 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. In the event of any irreconcilable conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

Section 5. Recordation

The Grantor hereby authorizes and requests that the Commissioner for Trademarks and any other applicable United States government officer record this Agreement.

Section 6. Miscellaneous

This Agreement shall be governed by, and construed in accordance with the laws of the State of New York.


This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single agreement.

[Remainder of this page intentionally left blank]

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

GRANTOR:

JNJ ENTERPRISES, LLC

By: 
Name: FLORA DECANTE
Title: SECRETARY

ADMINISTRATIVE AGENT:

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: _____
Name: Daniel Stampfel
Title: Authorized Signatory

{Trademark Security Agreement}

TRADEMARK
REEL: 006014 FRAME: 0629

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

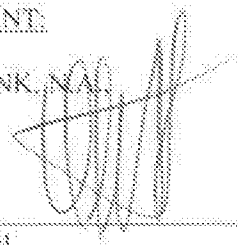
GRANTOR:

JNJ ENTERPRISES, LLC

By: _____
Name:
Title:

ADMINISTRATIVE AGENT:

JPMORGAN CHASE BANK, N.A.
as Administrative Agent



By: _____
Name: Daniel Stampfel
Title: Authorized Signatory




[Trademark Security Agreement]



SCHEDULE A

TO

TRADEMARK SECURITY AGREEMENT

UNITED STATES REGISTERED TRADEMARKS

Name of Obligor	Trademark	Registration Number	Registration Date
JNJ Enterprises, LLC	CROP HARVEST EARTH	3888125	12/7/2010
JNJ Enterprises, LLC	CROP HARVEST EARTH	3497325	9/2/2008
JNJ Enterprises, LLC	BAOJING and Design BAOJING 宝井	3393574	3/4/2008
JNJ Enterprises, LLC	168	3379737	2/5/2008
JNJ Enterprises, LLC	BAOJING and Design BAOJING 宝景	3367260	1/8/2008
JNJ Enterprises, LLC	FINIAN'S FIVE PROVINCES	3350469	12/4/2007
JNJ Enterprises, LLC	JEALOUS BITCH	3252568	6/12/2007
JNJ Enterprises, LLC	KING'S CROSS	3236558	5/1/2007
JNJ Enterprises, LLC	FARETTI	3243051	5/15/2007
JNJ Enterprises, LLC	Design of a Device for Distilling Beverages 	2936445	3/29/2005
JNJ Enterprises, LLC	MICHTER'S EST. 1753 US*1 and Design	2959736	6/7/2005
JNJ Enterprises, LLC	US1 and Design 	2820450	3/2/2004
JNJ Enterprises, LLC	US1	2799225	12/23/2003
JNJ Enterprises, LLC	MICHTER'S US*1 and Design 	3184443	12/12/2006
JNJ Enterprises, LLC	Design of Chinese Characters 宝景	3459256	7/1/2008

Name of Obligor	Trademark	Registration Number	Registration Date
JNJ Enterprises, LLC	CROP HARVEST EARTH and Design 	3469232	7/15/2008
JNJ Enterprises, LLC	BAOJING and Design 	3406421	4/1/2008
JNJ Enterprises, LLC	BAOJING	3282314	8/21/2007
JNJ Enterprises, LLC	MICHTER'S	2527731	1/8/2002
JNJ Enterprises, LLC	TUFFO	4019886	8/30/2011
JNJ Enterprises, LLC	CROP	4276822	1/15/2013
JNJ Enterprises, LLC	FORT NELSON	4782257	7/28/2015
JNJ Enterprises, LLC	MICHTER'S	4810325	9/8/2015
JNJ Enterprises, LLC	MICHTER'S	4449196	12/10/2013

UNITED STATES TRADEMARK APPLICATIONS

Name of Obligor	Trademark Application	Application Serial Number	Application Filing Date
JNJ Enterprises, LLC	Design of Non-Latin Characters 	86/241613	4/3/2014
JNJ Enterprises, LLC	CLENSE	86/832028	11/25/2015
JNJ Enterprises, LLC	FORT NELSON	86/561983	3/12/2015
JNJ Enterprises, LLC	FORT NELSON	86/636696	5/20/2015
JNJ Enterprises, LLC	KLENSE	86/832030	11/25/2015
JNJ Enterprises, LLC	MICHTER'S	86/358294	8/5/2014
JNJ Enterprises, LLC	MICHTER'S	86/636692	5/20/2015
JNJ Enterprises, LLC	MICHTER'S DISTILLERY	86/832019	11/25/2015
JNJ Enterprises, LLC	MICHTER'S EXCELLUS	86/888549	1/27/2016
JNJ Enterprises, LLC	 [Ming Di: 'Topsy Emperor' in Chinese Characters]	86/160391	1/8/2014
JNJ Enterprises, LLC	 [TIPSY EMPEROR POEM in Traditional Chinese Characters]	86/146037	12/17/2013

Name of Obligor	Trademark Application	Application Serial Number	Application Filing Date
JNJ Enterprises, LLC	<p style="text-align: center;">醕帝诗</p> <p style="text-align: center;">[Ming Di Shi: Topsy Emperor Poem in Chinese Characters]</p>	86/162925	1/10/2014
JNJ Enterprises, LLC	<p style="text-align: center;">醕帝诗</p> <p style="text-align: center;">[Ming Di Shi: Topsy Emperor Poem in Chinese Characters]</p>	86/146039	12/17/2013

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