

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM447539

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Collateral Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kelly Acquisition Corp.		10/16/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	BMO Harris Bank N.A., as Agent		
Street Address:	111 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4924551	STEIGER'S	
Registration Number:	4734645	KELLY	
Registration Number:	3801813	KELLY CORNED BEEF CO. OF CHICAGO	
Registration Number:	0991543	KELLY KORNBEF	
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>			
Email:	michael.barys@clarivate.com		
Correspondent Name:	Nancy A. Zarazua		
Address Line 1:	111 West Monroe Street		
Address Line 2:	Chapman and Cutler LLP		
Address Line 4:	Chicago, ILLINOIS 60603		
NAME OF SUBMITTER:	Nancy A. Zarazua		
SIGNATURE:	/Michael Barys/		
DATE SIGNED:	10/17/2017		
Total Attachments: 6			
source=13(b). Trademark - Acquisition Corp[1][1]#page1.tif			
source=13(b). Trademark - Acquisition Corp[1][1]#page2.tif			
source=13(b). Trademark - Acquisition Corp[1][1]#page3.tif			

OP \$115.00 4924551

source=13(b). Trademark - Acquisition Corp[1][1]#page4.tif
source=13(b). Trademark - Acquisition Corp[1][1]#page5.tif
source=13(b). Trademark - Acquisition Corp[1][1]#page6.tif

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Kelly Acquisition Corp.

- Individual(s)
- Partnership
- Corporation- State: Delaware
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) October 16, 2017

- Assignment
- Security Agreement
- Other Trademark Collateral Agreement
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: BMO Harris Bank N.A., as Agent

Street Address: 111 West Monroe Street

City: Chicago

State: Illinois

Country: USA Zip: 60603

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other Bank Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

See Schedule A attached hereto.

B. Trademark Registration No.(s) _____

See Schedule A attached hereto.

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Nancy A. Zarazua

Internal Address: Chapman and Cutler LLP

Street Address: 111 West Monroe Street

City: Chicago

State: IL Zip: 60603

Phone Number: 312-845-5133

Docket Number: _____

Email Address: _____

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature: Nancy A. Zarazua, for Chapman and Cutler LLP

Nancy A. Zarazua
Signature
Nancy A. Zarazua, Paralegal

October 16, 2017

Date

Total number of pages including cover sheet, attachments, and document: 6

Name of Person Signing

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK COLLATERAL AGREEMENT

This 16th day of October, 2017, Kelly Acquisition Corp., a Delaware corporation (“*Debtor*”), with its principal place of business and mailing address at 140 Morgan Drive, Norwood, Massachusetts 02062 in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to BMO Harris Bank N.A., a national banking association (“*BMO Harris*”), with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603 acting as administrative agent hereunder for the Secured Creditors as defined in the Security Agreement referred to below, and its successors and assigns (BMO Harris acting as such administrative agent and any successor(s) or assign(s) to BMO Harris acting in such capacity being hereinafter referred to as the “*Agent*”), and grants to the Agent for the benefit of the Secured Creditors a continuing security interest in, the following property:

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Obligations of Debtor as set out in that certain Security Agreement bearing the date October 19, 2011 between Debtor and Agent, as the same may be amended, modified, or restated from time to time (the “*Security Agreement*”).

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as “*Intent-To-Use Applications*”), but rather, if and so long as Debtor’s Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Agent on such Intent-To-Use Application as collateral security for the Obligations. When a Statement of Use is filed and accepted by the United States Patent and Trademark Office, then that application shall cease to be partly exempted from this Agreement.

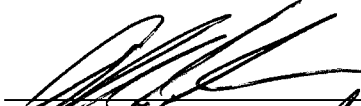
Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set

forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

[Signature Page Follows]

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

KELLY ACQUISITION CORP.

By 
Name THOMAS A. GIBSON
Title CEO

Accepted and agreed to as of the date and year last above written.

BMO HARRIS BANK N.A., as Bank Agent

By _____
Name _____
Title _____

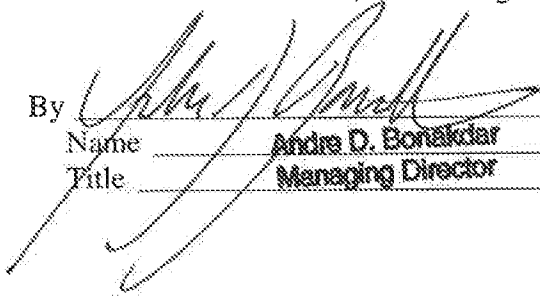
IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

KELLY ACQUISITION CORP.

By _____
Name _____
Title _____

Accepted and agreed to as of the date and year last above written.



BMO HARRIS BANK N.A., as Bank Agent

By  _____
Name **Andre D. Borakdar**
Title **Managing Director**

[Signature Page to
Trademark Collateral Agreement]

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

MARKS	SERIAL NO.	REG. NO.	GRANTED
STEIGER'S	86458991	4,924,551	March 22, 2016
	86/386,457	4,734,645	May 12, 2015
KELLY CORNED BEEF CO. of CHICAGO	77/681,455	3,801,813	June 15, 2010
	72/460,992	0,991,543	August 20, 1974