

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM462949

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Advantage Sales & Marketing LLC		02/21/2018	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Collateral Agent
Street Address:	901 Main St., 14th Floor
Internal Address:	TX1-492-14-11
City:	Dallas
State/Country:	TEXAS
Postal Code:	75202
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 32

Property Type	Number	Word Mark
Registration Number:	5365476	A
Registration Number:	4863090	BEAUTIFULU
Registration Number:	5066193	ORIGINAL KITCHEN COOPERATIVE
Registration Number:	5083798	SLINGER
Registration Number:	5065784	HEY MAMA
Registration Number:	4886838	ESQUE
Registration Number:	4644774	RINGER
Registration Number:	5214756	A
Registration Number:	5205671	A
Registration Number:	5167536	A
Registration Number:	5167535	A
Registration Number:	5089521	ADVANTAGE DIGITAL TECHNOLOGY
Registration Number:	5012775	ADVANTAGE DIGITAL TECHNOLOGY
Registration Number:	4632400	W.H.Y. REPORTS
Registration Number:	4632399	"WHAT HAPPENED YESTERDAY" REPORTS
Registration Number:	4170104	BRAND CONNECTIONS
Registration Number:	4337059	FOOD IQ
Registration Number:	4483340	BETTER EVERY DAY

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4454736	
Registration Number:	4673738	BLITZ
Registration Number:	4564855	THERE'S MORE VALUE TO BEING FAVORITE THA
Registration Number:	4564854	BEING A FAVORITE IS MORE VALUABLE THAN B
Registration Number:	4564853	WE MAKE BRANDS FAVORITES - NOT JUST FAMO
Registration Number:	4077995	WE DESIGN LOVE
Registration Number:	4415477	SUNFLOWER MERCHANDISING
Registration Number:	3196201	BLITZ
Registration Number:	3193089	ADLUCENT
Registration Number:	3852222	ADLUCENT
Registration Number:	4464154	DEEP SEARCH
Registration Number:	3343682	LIVE!MEDIA
Registration Number:	3408127	SUPERMARKETING EVENTS THE SUNFLOWER GROU
Serial Number:	86767556	ADVANTAGE MARKETING PARTNERS

CORRESPONDENCE DATA

Fax Number: 8009144240

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.

Phone: 800-713-0755

Email: Michael.Violet@wolterskluwer.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER: Elaine Carrera

SIGNATURE: /Elaine Carrera/

DATE SIGNED: 02/22/2018

Total Attachments: 8

- source=20(b). ASM - Second Lien Trademark Security Agreement (ASM LLC)#page1.tif
- source=20(b). ASM - Second Lien Trademark Security Agreement (ASM LLC)#page2.tif
- source=20(b). ASM - Second Lien Trademark Security Agreement (ASM LLC)#page3.tif
- source=20(b). ASM - Second Lien Trademark Security Agreement (ASM LLC)#page4.tif
- source=20(b). ASM - Second Lien Trademark Security Agreement (ASM LLC)#page5.tif
- source=20(b). ASM - Second Lien Trademark Security Agreement (ASM LLC)#page6.tif
- source=20(b). ASM - Second Lien Trademark Security Agreement (ASM LLC)#page7.tif
- source=20(b). ASM - Second Lien Trademark Security Agreement (ASM LLC)#page8.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):

Advantage Sales & Marketing LLC

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

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

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

Execution Date(s) February 21, 2018

- Assignment
- Security Agreement
- Other Second Lien Security Agreement
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Bank of America, N.A., as Collateral Agent

Street Address: 901 Main St., 14th Floor, TX1-492-14-11

City: Dallas

State: TX

Country: USA Zip: 75202

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

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

B. Trademark Registration No.(s)

See Schedule A

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: Elaine Carrera, Legal Assistant

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

32

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: Elaine Carrera

Signature

February 21, 2018

Date

Elaine Carrera

Name of Person Signing

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

8

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

EXECUTION VERSION

THE LIEN AND SECURITY INTEREST GRANTED TO THE COLLATERAL AGENT, FOR THE BENEFIT OF THE SECURED PARTIES, PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT AND THE OTHER SECURED PARTIES HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE PROVISIONS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT (as amended, restated, modified or supplemented from time to time, this “**Trademark Security Agreement**”), dated as of February 21, 2018, is made by Advantage Sales & Marketing LLC (the “**Grantor**”) in favor of Bank of America, N.A., as the Collateral Agent for the Secured Parties (as defined in the Credit Agreement) (together, with its successors and assigns, the “**Collateral Agent**”).

WHEREAS, the Grantor is party to that certain Second Lien Security Agreement, dated as of July 25, 2014, among the Grantor, the other grantors party thereto and the Collateral Agent (as supplemented by that certain Second Lien Security Agreement Supplement, dated as of August 22, 2014, by the Borrower in favor of the Collateral Agent (the “**First Security Agreement Supplement**”), as supplemented by that certain Second Lien Security Agreement Supplement, dated as of October 12, 2017, by the Borrower in favor of the Collateral Agent (the “**Second Security Agreement Supplement**”), as supplemented by that certain Second Lien Security Agreement Supplement, dated as of February 21, 2018, among the Grantor and the other grantors party thereto in favor of the Collateral Agent (the “**Third Security Agreement Supplement**”) and as further amended, restated, amended and restated, modified or supplemented from time to time, the “**Security Agreement**”); and

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office.

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 but not defined herein shall have the meanings given or given by reference in the Security Agreement.

SECTION 2. Grant of Security. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “**Security Interest**”) in all of the Grantor’s right, title and interest in, to and under the Trademarks, including the trademark and service mark registrations and applications set forth on Schedule A attached hereto (the “**Trademark Collateral**”); provided that “**Trademark Collateral**” shall not include and the Security Interest shall not attach to any “intent-to-use” application for

registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing and acceptance of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto (it being understood that after such filing and acceptance such intent-to-use application shall be automatically subject to the security interest granted herein and deemed to be included in the Trademark Collateral) or to any other Excluded Asset as provided under the Security Agreement.

SECTION 3. Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement with the U.S. Patent and Trademark Office.

SECTION 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of 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 signature page to this Trademark Security Agreement by facsimile or electronic (including .pdf or .tif file) transmission shall be as effective as delivery of a manually signed counterpart of this Trademark Security Agreement.

SECTION 5. Security Agreement. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Trademark Collateral 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAW PRINCIPLES THEREOF, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST AND APPLICABLE FEDERAL LAWS PERTAINING TO TRADEMARKS).


SECTION 7. Intercreditor Agreement. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE COLLATERAL AGENT, FOR THE BENEFIT OF THE SECURED PARTIES, PURSUANT TO THIS TRADEMARK SECURITY AGREEMENT AND THE EXERCISE OF ANY RIGHT

OR REMEDY BY THE COLLATERAL AGENT AND THE OTHER SECURED PARTIES
HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR
AGREEMENT. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN
THE PROVISIONS OF THE INTERCREDITOR AGREEMENT AND THIS TRADEMARK
SECURITY AGREEMENT, THE PROVISIONS OF THE INTERCREDITOR AGREEMENT
SHALL GOVERN AND CONTROL.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the undersigned have executed this Trademark Security Agreement as of the date first above written.

ADVANTAGE SALES & MARKETING LLC

By: 
Name: Robert Murray
Title: Treasurer

Accepted and Agreed:

BANK OF AMERICA, N.A., as Collateral Agent

By: _____

Name:

Henry Pennell

Title:

Vice President

SCHEDULE A

Registrations:

Trademark	Owner	Serial No./Date Reg. No./Date
A	Advantage Sales & Marketing LLC	5365476 / 12/23/2017
BEAUTIFULU	Advantage Sales & Marketing LLC	4863090 / 12/01/2015
ORIGINAL KITCHEN COOPERATIVE	Advantage Sales & Marketing LLC	5066193 / 10/18/2016
SLINGER	Advantage Sales & Marketing LLC	5083798 / 11/15/2016
HEY MAMA	Advantage Sales & Marketing LLC	5065784 / 10/18/2016
ESQUE	Advantage Sales & Marketing LLC	4886838 / 01/12/2016
RINGER	Advantage Sales & Marketing LLC	4644774 / 11/25/2014
A	Advantage Sales & Marketing LLC	5214756 / 05/30/2017
A	Advantage Sales & Marketing LLC	5205671 / 05/16/2017
A	Advantage Sales & Marketing LLC	5167536 / 03/21/2017
A	Advantage Sales & Marketing LLC	5167535 / 03/21/2017
ADVANTAGE DIGITAL TECHNOLOGY	Advantage Sales & Marketing LLC	5089521 / 11/29/2016
ADVANTAGE DIGITAL TECHNOLOGY	Advantage Sales & Marketing LLC	5012775 / 08/02/2016
W.H.Y. REPORTS	Advantage Sales & Marketing LLC	4632400 / 11/04/2014
“WHAT HAPPENED YESTERDAY” REPORTS	Advantage Sales & Marketing LLC	4632399 / 11/04/2014
BRAND CONNECTIONS	Advantage Sales & Marketing LLC	4170104 / 07/10/2012
FOOD IQ	Advantage Sales & Marketing LLC	4337059 / 05/21/2013
BETTER EVERY DAY	Advantage Sales & Marketing LLC	4483340 / 02/18/2014
DESIGN ONLY	Advantage Sales & Marketing LLC	4454736 / 12/24/2013
BLITZ	Advantage Sales & Marketing LLC	4673738 / 01/20/2015
THERE’S MORE VALUE TO BEING FAVORITE THAN FAMOUS.	Advantage Sales & Marketing LLC	4564855 / 07/08/2014
BEING A FAVORITE IS MORE VALUABLE THAN BEING FAMOUS.	Advantage Sales & Marketing LLC	4564854 / 07/08/2014
WE MAKE BRANDS FAVORITES – NOT JUST FAMOUS.	Advantage Sales & Marketing LLC	4564853 / 07/08/2014
WE DESIGN LOVE	Advantage Sales & Marketing LLC	4077995 / 12/27/2011
SUNFLOWER MERCHANDISING	Advantage Sales & Marketing LLC	4415477 / 10/08/2013
BLITZ	Advantage Sales & Marketing LLC	3196201 / 01/09/2007
ADLUCENT	Advantage Sales & Marketing LLC	3193089 / 01/02/2007
ADLUCENT	Advantage Sales & Marketing LLC	3852222 / 09/28/2010
DEEP SEARCH	Advantage Sales & Marketing LLC	4464154 / 01/07/2014
LIVE!MEDIA	Advantage Sales & Marketing LLC	3343682 / 11/27/2007
SUPERMARKETING EVENTS THE SUNVLOWER GROUP	Advantage Sales & Marketing LLC	3408127 / 04/08/2008

Applications:

Trademark	Owner	Serial No./Date Reg. No./Date
ADVANTAGE MARKETING PARTNERS	Advantage Sales & Marketing LLC	86767556 / 9/24/2015