

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM478380

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Collateral Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Agrati-Park Forest, LLC		06/15/2018	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A., as Administrative Agent		
<b>Street Address:</b>	10 South Dearborn, Floor L2		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2349256		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Email:</b>	emily.klump@clarivate.com		
<b>Correspondent Name:</b>	Chapman and Cutler LLP		
<b>Address Line 1:</b>	111 West Monroe Street		
<b>Address Line 2:</b>	Attn: Nancy Zarazua		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60603		
<b>NAME OF SUBMITTER:</b>	Emily Klump		
<b>SIGNATURE:</b>	/Emily Klump/		
<b>DATE SIGNED:</b>	06/18/2018		
<b>Total Attachments: 6</b>			
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### 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):**

Agrati-Park Forest, LLC

- Individual(s)
- Partnership
- Corporation- State: \_\_\_\_\_
- Other Delaware limited liability company
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

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

Execution Date(s) June 15, 2018

- 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: JPMorgan Chase Bank, N.A., as Administrative Agent

Street Address: 10 South Dearborn, Floor L2

City: Chicago

State: IL

Country: USA Zip: 60603

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship US National Banking Assoc.
- 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: Chapman and Cutler LLP

Internal Address: Attn: Nancy Zarazua

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:**

1

**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

June 15, 2018

Signature

Date

Nancy A. Zarazua, Paralegal

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 15th day of June, 2018, Agrati-Park Forest, LLC, a Delaware limited liability company ("*Park Forest*") with its principal place of business and mailing address at 24000 S. Western Avenue, Park Forest, Illinois 60466, 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 JPMorgan Chase Bank, N.A., a national banking association ("*JPM*"), with its mailing address at 10 South Dearborn, Floor L2, Suite IL1 0480, Chicago, IL, 60603-2300, acting as administrative agent hereunder for the Secured Parties as defined in the Security Agreement referred to below, and its successors and assigns (JPM acting as such administrative agent and any successor(s) or assign(s) to JPM acting in such capacity being hereinafter referred to as the "*Administrative Agent*"), and grants to the Administrative Agent for the benefit of the Secured Parties a continuing security interest in and to all of the right, title and interest of Park Forest in, to and under the following property, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "*Trademark Collateral*"):

(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 all extensions and renewals thereof; and

(ii) All proceeds of the foregoing, including without limitation (x) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing and (y) any and all claims and causes of action by Park Forest against third parties for damages, restitution and injunctive and other legal and equitable relief by reason of past, present or future infringement, dilution, misappropriation, violation, misuse, breach or default 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 but no obligation to sue for and collect, or otherwise recover, said damages;

to secure the payment and performance of all Secured Obligations as set out in that certain Pledge and Security Agreement bearing even date herewith among Park Forest, as a Grantor, the other Grantors from time to time party thereto and the Administrative Agent (as the same may be amended, restated, supplemented or modified 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 the Administrative Agent of any applications by Park Forest 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 Park Forest'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 the Administrative Agent on such Intent-to-Use Application as collateral

security for the Secured Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Trademark Collateral Agreement.

Park Forest authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Collateral Agreement upon request by the Administrative Agent.

Park Forest does hereby further acknowledge and affirm that the rights and remedies of the Administrative 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. The rights and remedies of the Administrative Agent with respect to the Trademark Collateral are as provided by the Security Agreement and related documents, and nothing in this Trademark Collateral Agreement shall be deemed to limit such rights and remedies.

This Trademark Collateral Agreement may be executed in any number of counterparts, and by the different parties on different counterpart signature pages, all of which taken together shall constitute one and the same agreement. Any of the parties hereto may execute this Trademark Collateral Agreement by signing any such counterpart and each of such counterparts shall for all purposes be deemed to be an original. Delivery of a counterpart hereof by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart hereof. This Trademark Collateral Agreement shall be construed and determined in accordance with the laws of the United States and the State of New York without regard to conflicts of law principles that would require application of the laws of another jurisdiction. This Trademark Collateral Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[SIGNATURE PAGE TO FOLLOW]

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

AGRATI-PARK FOREST, LLC

By   
Name Charles Beto  
Title Chief Financial Officer and Secretary

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

JPMORGAN CHASE BANK, N.A.

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

[Signature Page to Trademark Collateral Agreement]

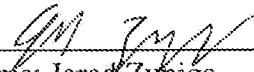
IN WITNESS WHEREOF, Park Forest has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

AGRATI-PARK FOREST, LLC

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_


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

JPMORGAN CHASE BANK, N.A.

By  \_\_\_\_\_  
Name: Jared Zumiga  
Title: Vice President - Senior Underwriter

**SCHEDULE A  
To  
TRADEMARK COLLATERAL AGREEMENT**

**FEDERAL TRADEMARK REGISTRATIONS**

TRADEMARK	REGISTRATION NUMBER	REGISTRATION DATE
	2,349,256	February 22, 2000