

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM604235

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KIVVIT, LLC		10/09/2020	Limited Liability Company: ILLINOIS
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A.		
Street Address:	10 S. Dearborn Street		
Internal Address:	Floor 35		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603-2300		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	88728844	202 STRATEGIES	
Serial Number:	88728817	II OII 202 STRATEGIES	
CORRESPONDENCE DATA			
Fax Number:	3124607000		
<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>			
Phone:	3124605000		
Email:	eahn@seyfarth.com		
Correspondent Name:	Whitney Schmidt		
Address Line 1:	233 S. WACKER DRIVE		
Address Line 2:	Suite 8000		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	059088-000010		
NAME OF SUBMITTER:	Whitney Schmidt		
SIGNATURE:	/Whitney Schmidt/		
DATE SIGNED:	10/21/2020		
Total Attachments: 5			
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SECURITY AGREEMENT (TRADEMARKS)

This SECURITY AGREEMENT (TRADEMARKS) (this “**Agreement**”) is made as of October 9, 2020 by and between KIVVIT, LLC, an Illinois limited liability company (the “**Borrower**”), and JPMORGAN CHASE BANK, N.A. (the “**Lender**”).

All capitalized terms not defined herein but defined in the Security Agreement dated January 27, 2020 (as the same may be amended, modified, supplemented, extended or restated, from time to time, the “**Security Agreement**”) by and between the Borrower and the Lender, shall have the meanings given to such terms in the Security Agreement.

Preliminary Statements:

WHEREAS, the Borrower has acquired and now owns, has adopted, used and is using the trademarks and service marks (and has filed the trademark applications and service mark applications) set forth in **Schedule 1** attached hereto and made a part hereof (collectively, the “**Marks**”); and

WHEREAS, in order to induce the Lender to consent to the Borrower’s acquisition of such Marks, and as a supplement to the Security Agreement, the Lender has requested, and the Borrower has agreed to enter into this Agreement.

NOW, THEREFORE, in order to induce the Lender to consent to the Borrower’s acquisition of the Marks, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrower hereby agrees with the Lender as follows:

1. To secure the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Liabilities, the Borrower does hereby grant to the Lender a continuing security interest in and to the Marks and all General Intangibles connected with the use of or related to any and all Marks (including without limitation, all goodwill of the Borrower and its business, products and services appurtenant to, associated with or symbolized by any and all Marks and the use thereof), together with all registrations of the Marks and the applications therefor, all in accordance with and subject to the terms and provisions of the Security Agreement.

2. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Lender pursuant to the Security Agreement and the Borrower hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Marks 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 that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Liabilities and would be owed by the Borrower to Lender, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving the Borrower.

3. If the Borrower shall obtain rights to any new Marks, the provisions of this Agreement shall automatically apply thereto. The Borrower shall give notice in writing to Lender with respect to any such new Marks or renewal or extension of any registration of such Mark. Without limiting the Borrower's obligations under this Section, the Borrower hereby authorizes Lender unilaterally to modify this Agreement by amending Schedule 1 to include any such new Mark of the Borrower. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule 1 shall in any way affect, invalidate or detract from Lender's continuing security interest in all Marks, whether or not listed on Schedule 1.

4. This Agreement may be executed in any number of counterparts and delivered via facsimile or other electronic format, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Signatures to follow on separate page]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and delivered under their seals as of the date first above written.

BORROWER:

KIVVIT, LLC, an Illinois limited liability company

DocuSigned by:
Eric Sedler
By: _____
Name: Eric Sedler
Title: Manager

LENDER:

JPMORGAN CHASE BANK, N.A.

By: _____
Name: Jeremy Parker
Title: Authorized Person

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and delivered under their seals as of the date first above written.

BORROWER:

KIVVIT, LLC, an Illinois limited liability company

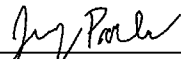
By: _____

Name: Eric Sedler

Title: Manager

LENDER:

JPMORGAN CHASE BANK, N.A.


By:  _____

Name: Jeremy Parker

Title: Authorized Person

SCHEDULE 1

TRADEMARKS

Mark	Serial Number	Filing Date	Registration Number	Registration Date
202 STRATEGIES	88728844	December 16, 2019	Pending	N/A
 IOII 202 STRATEGIES	88728817	December 16, 2019	Pending	N/A