

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM694304

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SIMCO LOGISTICS, LLC		12/10/2021	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	BMO HARRIS BANK, N.A., as Administrative Agent		
Street Address:	115 S. LaSalle St. 20W		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4090887	SLI	
Registration Number:	4137967	JACK & JILL D.S.D. DIRECT STORE DELIVERY	
Registration Number:	2183764	JACK & JILL	
Registration Number:	2183757	JACK & JILL	
Registration Number:	1848313	ROLLING MEADOW	
Registration Number:	1355681	CHOCO TACO	
Registration Number:	1304008	CHOCO TACO	
Registration Number:	1099739	JACK & JILL	
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<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:	214-981-3483		
Email:	dclark@sidley.com		
Correspondent Name:	Dusan Clark, Esq.		
Address Line 1:	Sidley Austin LLP		
Address Line 2:	2021 McKinney Ave., Suite 2000		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	11569-30570		
NAME OF SUBMITTER:	Dusan Clark		

CH \$215.00 4090887

SIGNATURE:	/Dusan Clark/
DATE SIGNED:	12/13/2021
Total Attachments: 5 source=Intellectual Property Security Agreement (Executed) 275504632_2#page1.tif source=Intellectual Property Security Agreement (Executed) 275504632_2#page2.tif source=Intellectual Property Security Agreement (Executed) 275504632_2#page3.tif source=Intellectual Property Security Agreement (Executed) 275504632_2#page4.tif source=Intellectual Property Security Agreement (Executed) 275504632_2#page5.tif	

The liens and security interests securing the indebtedness and other obligations incurred or arising under or evidenced by this instrument and the rights and obligations evidenced hereby with respect to such liens and security interests are subject to the provisions of that certain Intercreditor Agreement, dated as of September 3, 2021, (as the same may be amended or otherwise modified from time to time pursuant to the terms thereof, referred to *in this paragraph as the “Intercreditor Agreement”*), between, BMO HARRIS BANK N.A., in its capacity as the ABL Agent (including its successors and assigns from time to time), and BRIGHTWOOD LOAN SERVICES LLC, in its capacity as the Term Loan Agent (including its successors and assigns from time to time), and certain other persons which may be or become parties thereto or become bound thereto from time to time. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control, and each party hereto hereby acknowledges that it is bound by the provisions of the Intercreditor Agreement.

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”) is made as of December 10, 2021 between each of the signatories hereto (collectively, the “**Grantors**”) in favor of **BMO HARRIS BANK N.A.**, as administrative agent for the Secured Parties (in such capacity, the “**Administrative Agent**”) (as defined in the Pledge and Security Agreement referred to below).

RECITALS:

WHEREAS, reference is made to that certain Pledge and Security Agreement, dated as of September 3, 2021 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”), by and among the Grantors, the other grantors party thereto and the Administrative Agent; and

WHEREAS, under the terms of the Pledge and Security Agreement, each Grantor has (i) as collateral security for the payment and performance of the Secured Obligations, pledged and granted to the Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the Collateral (as defined in the Pledge and Security Agreement), including, without limitation, certain Intellectual Property of the Grantors and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office. All capitalized terms used herein (including the preamble and recitals hereto) not otherwise defined herein shall have the meanings ascribed thereto in the Pledge and Security Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each Grantor and the Administrative Agent agree as follows:

Section 1. Grant of Security. As collateral security for the payment and performance of the Secured Obligations, whether now existing or hereafter incurred, each Grantor hereby pledges and grants to the Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following:

(a) All United States and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing, (other than any “intent to use” Trademark applications for which a statement of use has not been filed and accepted with the United States Patent and Trademark Office (but only until such statement is filed and accepted with the United States Patent and

Trademark Office)), including, but not limited to (i) the United States registrations and applications referred to in **Schedule 1** hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business associated with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “**Trademarks**”).

Section 2. Recordation. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

Section 3. Foreign Intellectual Property. Notwithstanding anything to the contrary in this Agreement or the foregoing, nothing in this Agreement shall constitute any representation or warranty as to the validity, enforceability or perfection of the Lien granted hereunder in Collateral that is Intellectual Property registered, issued or arising under the laws of a country other than the United States, nor shall this Agreement create an obligation on any Grantor to make any filings or take any other actions to record or perfect the Administrative Agent’s security interest in and continuing lien on Intellectual Property outside of the United States.

Section 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (i.e., “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement. The words “delivery,” “execute,” “execution,” “signed,” “signature,” and words of like import in this Agreement or any other document executed in connection herewith shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Administrative Agent, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

Section 5. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York.

Section 6. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to those set forth in the Pledge and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Pledge and Security Agreement or the Credit Agreement, the provisions of the Pledge and Security Agreement or the Credit Agreement shall govern.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

SIMCO LOGISTICS, LLC.,
as the Grantor

By: 

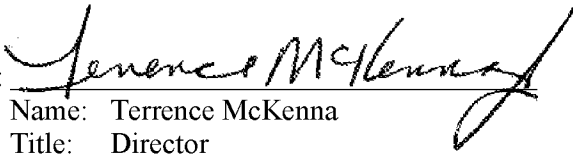
Name: James Schubauer

Title: Chief Executive Officer

[Signature Page to IPSA (ABL)]

TRADEMARK
REEL: 007527 FRAME: 0165

BMO HARRIS BANK N.A.,
as Administrative Agent

By: 
Name: Terrence McKenna
Title: Director

SCHEDULE 1 TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

1. Trademarks

Owner Name	Trademark	Reg. No.	Reg. Date	App. No.	App. Date
SIMCO LOGISTICS, INC.	SLI	4090887	24-Jan-12	85351530	21-Jun-11
SIMCO LOGISTICS, INC.	JACK & JILL D.S.D. DIRECT STORE DELIVERY	4137967	8-May-12	85351533	21-Jun-11
SIMCO LOGISTICS, INC.	JACK & JILL	2183764	25-Aug-98	75299342	28-May-97
SIMCO LOGISTICS, INC.	JACK & JILL	2183757	25-Aug-98	75297796	19-May-97
SIMCO LOGISTICS, INC.	ROLLING MEADOW	1848313	2-Aug-94	74374007	31-Mar-93
SIMCO LOGISTICS, INC.	CHOCO TACO	1355681	20-Aug-85	73476530	18-Apr-84
SIMCO LOGISTICS, INC.	CHOCO TACO	1304008	6-Nov-84	73441883	31-Aug-83
SIMCO LOGISTICS, INC.	JACK & JILL	1099739	15-Aug-78	73128704	31-May-77