

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7655332

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	JOINDER PATENT SECURITY AGREEMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	UNION SUPPLY GROUP, INC.	11/18/2022
RECEIVING PARTY DATA		
Name:	JPMORGAN CHASE BANK, N.A.	
Street Address:	4 CHASE METROTECH CENTER	
City:	BROOKLYN	
State/Country:	NEW YORK	
Postal Code:	11245-0001	
PROPERTY NUMBERS Total: 2		
Property Type	Number	
Patent Number:	10915878	
Patent Number:	9294568	
CORRESPONDENCE DATA		
Fax Number:	(800)914-4240	
<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:	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:	JESSICA DIAS-JAYASINGHE	
SIGNATURE:	/Jessica Dias-Jayasinghe/	
DATE SIGNED:	11/21/2022	
Total Attachments: 7		
source=Patent Cover Sheet - Aramark#page1.tif		
source=Patent Cover Sheet - Aramark#page2.tif		
source=Patent Cover Sheet - Aramark#page3.tif		
source=Patent Cover Sheet - Aramark#page4.tif		
source=Patent Cover Sheet - Aramark#page5.tif		

source=Patent Cover Sheet - Aramark#page6.tif

source=Patent Cover Sheet - Aramark#page7.tif

Patent Security Agreement

This **Patent Security Agreement**, dated as of November 18, 2022, is made by UNION SUPPLY GROUP, INC. (the “Pledgor”), in favor of JPMORGAN CHASE BANK, N.A., in its capacity as Agent (in such capacity, the “Agent”) for the several banks and other financial institutions (the “Lenders”) pursuant to that certain Credit Agreement, dated as of March 28, 2017 (as amended by Incremental Amendment No. 1 thereto, dated September 20, 2017 and Incremental Amendment No. 2 thereto, dated December 11, 2017, as further amended by Incremental Amendment No. 3, dated as of February 28, 2018, as further amended by Amendment No. 4, dated as of May 11, 2018, as further amended by Amendment No. 5, dated as of May 24, 2018, as further amended by Amendment No. 6, dated as of June 12, 2018, as further amended by Amendment No. 7, dated as of October 1, 2018, as further amended by Amendment No. 8, dated as of January 15, 2020, as further amended by Amendment No. 9, dated as of April 22, 2020, as further amended by Amendment No. 10, dated as of November 12, 2020, as further amended by Amendment No. 11, dated as of April 6, 2021, and as the same may be further amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among ARAMARK SERVICES, INC., a Delaware corporation (the “U.S. Borrower”), ARAMARK CANADA LTD., a company organized under the laws of Canada (the “Canadian Borrower”), ARAMARK INVESTMENTS LIMITED, a limited company incorporated under the laws of England and Wales, ARAMARK LIMITED, a limited company incorporated under the laws of England and Wales (together with Aramark Investments Limited, the “U.K. Borrowers” and each a “U.K.” Borrower”), ARAMARK IRELAND HOLDINGS LIMITED, a company incorporated under the laws of Ireland, ARAMARK REGIONAL TREASURY EUROPE, DESIGNATED ACTIVITY COMPANY, a company incorporated under the laws of Ireland (together with Aramark Ireland Holdings Limited, the “Irish Borrowers” and each an “Irish Borrower”), ARAMARK HOLDING DEUTSCHLAND GMBH (as successor by merger to ARAMARK HOLDINGS GMBH & CO. KG), a limited partnership (*Kommanditgesellschaft*) established under the laws of Germany (the “German Borrower”) and ARAMARK INTERNATIONAL FINANCE S.À R.L., a private limited liability company (*société à responsabilité limitée*) incorporated under the laws of the Grand Duchy of Luxembourg (“Luxembourg”) having its registered office at 562 rue de Neudorf, L-2220 Luxembourg, Grand Duchy of Luxembourg, registered with the Luxembourg Trade and Companies Register (*Registre de commerce et des sociétés, Luxembourg*) (the “Luxembourg Register”) under number B 213.360 (the “Lux Borrower” and, together with the U.S. Borrower, the Canadian Borrower, the U.K. Borrowers, the Irish Borrowers, the German Borrower and any Additional Foreign Borrower, the “Borrowers”), ARAMARK INTERMEDIATE HOLDCO CORPORATION, a Delaware corporation (“Holdings”), each Subsidiary of the U.S. Borrower that, from time to time, becomes a party thereto, the Lenders (as defined in Article I of the Credit Agreement), the Issuing Banks named therein, and JPMORGAN CHASE BANK, N.A., as administrative agent for the Lenders and collateral agent for the Secured Parties hereunder (in such capacities, together with its successors and assigns in such capacities, the “Agent”).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the U.S. Borrower and certain subsidiaries thereof executed and delivered a U.S. Pledge and Security Agreement dated as of March 28, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Agent, and the Pledgor has executed and delivered Supplement No. 4 to the Security Agreement on the date hereof, pursuant to which the Pledgor has pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all of such Pledgor's Copyrights, Patents and Trade-marks and is required to execute and deliver this Patent Security Agreement; and

WHEREAS, the Pledgor has duly authorized the execution, delivery and performance of this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises, the Pledgor hereby agrees with the Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Patent Collateral. The Pledgor hereby pledges and grants to the Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all Patents of the Pledgor, including those listed on Schedule I attached hereto.

SECTION 3. Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Security Agreement and Pledgor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Patents 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. The Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms. In the event that any provision of this Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

SECTION 4. Termination. Upon the termination of the Security Agreement or release of the Pledgor or sale or assignment of any Patents in accordance with the terms of the Security Agreement, the Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Patents under this Patent Security Agreement and shall duly execute,

acknowledge, procure and deliver any further documents and shall do any further acts as may be reasonably necessary to effect the release of the security interest contemplated hereby.

SECTION 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Patent Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. This Patent Security Agreement shall be construed in accordance with and governed by the laws of the State of New York.

[signature page follows]

IN WITNESS WHEREOF, the Pledgor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

UNION SUPPLY GROUP, INC.

By: _____

DocuSigned by:
James Tarangelo
04209E51A1F2405...

Name: James J. Tarangelo

Title: Treasurer

[Signature Page to Patent Security Agreement]

PATENT
REEL: 061972 FRAME: 0047

Accepted and Agreed:

JPMORGAN CHASE BANK, N.A.,
as Agent

By: _____



Name: Jeffrey C Miller
Title: Managing Director

SCHEDULE I
to
PATENT SECURITY AGREEMENT
ISSUED PATENTS AND PATENT APPLICATIONS

Issued Patents:

<u>Assignee</u>	<u>Patent Title</u>	<u>Country</u>	<u>Patent No.</u>	<u>Issue Date</u>
Union Supply Group, Inc.	RELEASEE CASH RELEASE TOOL AND METHODS OF USE	US	10,915,878	02/09/2021
Union Supply Group, Inc.	Providing electronic content to residents of controlled- environment facilities	US	9,294,568	03/22/2016

Applications: None.