

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM486528

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Caldwell and Kerr Inc.		08/17/2018	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	Maranon Capital, L.P., as Agent		
Street Address:	303 West Madison Street, Suite 2500		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	86877196	THE ORIGINAL TRADIGITAL AGENCY	
Serial Number:	86877264	FULL SERVICE TRADIGITAL AGENCY	
CORRESPONDENCE DATA			
Fax Number:	3129021061		
<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:	312-577-8438		
Email:	raquel.haleem@kattenlaw.com		
Correspondent Name:	Raquel Haleem c/o Katten Muchin Rosenman		
Address Line 1:	525 West Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		
NAME OF SUBMITTER:	Raquel Haleem		
SIGNATURE:	/Raquel Haleem/		
DATE SIGNED:	08/17/2018		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of August 17, 2018, by CALDWELL AND KERR INC., a Florida corporation (“Grantor”), in favor of Maranon Capital, L.P., a Delaware limited partnership, in its capacity as Agent for Lenders. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Credit Agreement or the Security Agreement, each as described below, as the context requires.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of August 19, 2016 by and among Grantor, the other Borrowers from time to time party thereto, the other Credit Parties from time to time party thereto, Agent and the Lenders from time to time party thereto (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the “Credit Agreement”), Lenders have agreed to make Loans and extend other financial accommodations to Grantor and the other Borrowers party thereto;

WHEREAS, Agent and Lenders are willing to make Loans and extend other financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for the benefit of the Secured Parties, that certain Security Agreement dated as of August 19, 2016 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for the benefit of the Secured Parties, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of the Secured Parties, a continuing first priority security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “Trademark Collateral”):

- (a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on **Schedule I** hereto;
- (b) all extensions or renewals of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and
- (d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

2. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with and to the extent of the security interests granted to Agent, on behalf of the Secured Parties, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral 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.

[Signature pages follow]

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

CALDWELL AND KERR INC.


By: Adam C. Meier

Name: Adam Meier

Title: Secretary

ACCEPTED AND ACKNOWLEDGED BY:

MARANON CAPITAL, L.P.,
as Agent

By: 
Name: **Ian M Larkin**
Title: **Managing Director**

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

Mark	Application No.	Application Date	Registration No.	Registration Date
THE ORIGINAL TRADIGITAL AGENCY	86877196	January 15, 2016	5097543	December 6, 2016
FULL SERVICE TRADIGITAL AGENCY	86877264	January 15, 2016	5188594	April 18, 2017

[Schedule I]