

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM545916

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KRT Marketing LLC		10/18/2019	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	4 New York Plaza		
Internal Address:	17th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10004		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4990706	PPC PORTFOLIO MANAGER	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	Jade.Tanks@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:	Syed Humza Moinuddin		
SIGNATURE:	/Syed Humza Moinuddin/		
DATE SIGNED:	10/21/2019		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement, dated as of October 18, 2019, is made by KRT Marketing LLC, a California limited liability company (formerly KRT Marketing, Inc., a California corporation) ("Grantor"), in favor of JPMorgan Chase Bank, N.A. (the "Secured Party").

Grantor, as a guarantor, certain of its affiliates as borrowers and as guarantors, and the Secured Party, as the lender, are parties to a certain Amended and Restated Credit Agreement, dated as of August 12, 2015, as amended (including all annexes, exhibits or schedules thereto, and as may from time to time be further amended, restated, supplemented or otherwise modified in accordance with its terms, the "Credit Agreement").

Grantor, certain of its affiliates, and Secured Party are parties to a certain Amended and Restated Pledge and Security Agreement, dated as of August 12, 2015, as amended (including all annexes, exhibits or schedules thereto, and as may from time to time amended, restated, supplemented or otherwise modified in accordance with its terms, the "Security Agreement"). Pursuant to the Security Agreement, Grantor is required to execute and deliver to the Secured Party this Trademark Security Agreement.

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. DEFINED TERMS. All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Security Agreement or, if not otherwise defined in the Security Agreement, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to the Secured Party 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, including those referred to on Schedule I hereto;
- (b) all renewals of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all 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 such Trademark or (ii) injury to the goodwill associated with any such Trademark; provided, that no security interest shall be granted in any United States "intent to use" trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such "intent to use" trademark applications under applicable federal law; provided further, that "Trademark Collateral" shall include any proceeds of any such "intent to use" trademark applications.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Secured Party pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Party 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. In the event of a conflict between the provisions of this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

4. AMENDMENTS IN WRITING. None of the terms or provisions of this Trademark Security Agreement may be waived, amended, supplemented or otherwise modified except by an instrument in writing signed by the Secured Party and Grantor.

5. GOVERNING LAW. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed in accordance with, the internal laws of the State of New York.

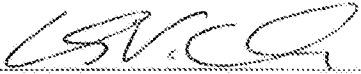
6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Trademark Security Agreement. Receipt by telecopy or other electronic transmission (including "PDF") of any executed signature page to this Trademark Security Agreement shall constitute effective delivery of such signature page.

[Signature Pages Follow]

The undersigned has caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

KRT MARKETING LLC

By: 
Name: Kenneth Clark
Title: President

[Signature Page to JPMorgan Chase/KRT Marketing Trademark Security Agreement]

ACCEPTED AND ACKNOWLEDGED BY:

JPMORGAN CHASE BANK N.A.

By: 

Name: Joseph K. Kotusky

Title: Authorized Officer

[Signature Page to JPMorgan Chase/KRT Marketing Trademark Security Agreement]

TRADEMARK

REEL: 006775 FRAME: 0258

SCHEDULE 1

to

TRADEMARK SECURITY AGREEMENT

US TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Grantor/Owner</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Status</u>
PPC Portfolio Manager	KRT Marketing LLC	4990706	June 28, 2019	Registered