

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM559024

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sanctus, LLC		01/27/2020	Limited Liability Company: MICHIGAN
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A.		
Street Address:	10 S. Dearborn		
Internal Address:	floor L2		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4699851		
CORRESPONDENCE DATA			
Fax Number:			
<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:	3132233461		
Email:	nlevine@dickinsonwright.com		
Correspondent Name:	Daniel Burkhart, Dickinson Wright PLLC		
Address Line 1:	500 Woodward Avenue		
Address Line 2:	Suite 4000		
Address Line 4:	Detroit, MICHIGAN 48226		
NAME OF SUBMITTER:	Daniel Burkhart		
SIGNATURE:	/Daniel Burkhart/		
DATE SIGNED:	01/27/2020		
Total Attachments: 4			
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**CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (the "Confirmatory Grant") is made effective as of January 27, 2020 by and from SANCTUS, LLC, a Michigan limited liability company (the "Grantor"), to and in favor of JPMORGAN CHASE BANK, N.A., a national banking association (the "Grantee") for itself and as Administrative Agent for the Secured Parties (as defined in the Credit Agreement referenced below).

WHEREAS, Shift PPC LLC, a Delaware limited liability company (the "Company"), any Foreign Borrower party thereto from time to time (together with the Company, each a "Borrower" and collectively the "Borrowers"), the Lenders and the Grantee have entered into that certain Credit Agreement dated on or about the date hereof (as may be amended, restated, amended and restated, supplemented, or modified from time to time, the "Credit Agreement").

WHEREAS, the Company, Shift PPC Holding LLC, a Delaware limited liability company, the Grantor, and certain other Subsidiaries of the Company have guaranteed the repayment of the Secured Obligations pursuant to that certain Guarantee and Collateral Agreement dated on or about the date hereof (as may be amended, restated, amended and restated, supplemented, or modified from time to time, the "Collateral Agreement").

WHEREAS, the Grantor owns the trademarks listed on Exhibit A attached hereto (the "Trademarks"), which Trademarks are registered or pending with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted under the Collateral Agreement to the Grantee for the benefit of the Secured Parties. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Collateral Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall govern and control.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meanings given to them in the Credit Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of all the Secured Obligations. Upon the payment in full of all Secured Obligations (other than contingent indemnification obligations), the Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to the Grantor all reasonably requested instruments in writing releasing the security interest in the Trademarks acquired under this Confirmatory Grant.

(b) The Grantor hereby grants to the Grantee a security interest in (1) all of the Grantor's right, title and interest in and to the Trademarks now owned or from time to time after the date hereof owned or acquired by the Grantor, together with (2) all proceeds and products of the Trademarks, (3) the goodwill associated with such Trademarks, and (4) all causes of action arising prior to or after the date hereof for infringement of the Trademarks or unfair competition regarding the same.

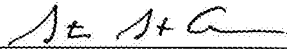
3) Counterparts. This Confirmatory Grant may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

4) Governing Law. This Confirmatory Grant and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Signature Page Follows]


IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant effective as of the date first written above.

SANCTUS, LLC

By: 
Name: Stephen J. St. Andre
Title: President and Chief Executive
Officer

CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

Exhibit A - SCHEDULE OF TRADEMARKS

Sanctus, LLC Mark	Serial No. Filing Date	Registration No. Registration Date
	86362538 August 11, 2014	4699851 March 10, 2015

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