

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM643716

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wells Fargo Bank, National Association		04/30/2021	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	10 South Dearborn, Floor L2, Suite IL1-1145		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603-2300		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1690899	SALEM SS	
CORRESPONDENCE DATA			
Fax Number:	6175236850		
<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:	617-523-2700		
Email:	susan.dinicola@hklaw.com,kyle.turnbull@hklaw.com		
Correspondent Name:	Holland & Knight LLP		
Address Line 1:	10 St. James Avenue		
Address Line 4:	Boston, MASSACHUSETTS 02116		
NAME OF SUBMITTER:	Susan C. DiNicola		
SIGNATURE:	/Susan C. DiNicola/		
DATE SIGNED:	04/30/2021		
Total Attachments: 10			
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ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT

Effective as of April 30, 2021, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Wells Fargo Bank, National Association, as agent for certain lenders (in such capacity, and together with its successors and assigns in such capacity "Assignor") that holds of record a security interest in the trademarks and service mark rights, statutory and common-law trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, trade dress, logos owned by Salem Leasing Corporation, a North Carolina corporation ("Salem") including the trademarks listed on Exhibit A (Trademarks) pursuant to (i) that certain Collateral Agreement, dated as of April 26, 2005 by and among Salem and Assignor (as amended, amended and restated, supplemented and modified from time to time, "Security Agreement"), and (ii) that certain Trademark Security Agreement between Assignor and Salem, recorded with the United States Patent and Trademark Office ("USPTO") at Reel 003094, Frame 0890 on April 26, 2005 (the "Trademark Security Agreement"), attached as Exhibit B, hereby absolutely and irrevocably assigns, sells, transfers and conveys to JPMorgan Chase Bank, N.A., as agent for certain lenders (in such capacity, and together with its successors and assigns in such capacity, "Assignee"), all of Assignor's right, title and interest in, to the Trademarks under the Security Agreement and to the Trademarks under the Trademark Security Agreement.

Assignor hereby authorizes and requests the Office of the Commissioner of Trademarks at the USPTO to record Assignee as the assignee of the security interest granted in and to the Trademarks under the Security Agreement.


This assignment shall, in accordance with Section 5-1401 of the General Obligations Law of the State of New York, be governed by and construed in accordance with the laws of the State of New York. This assignment may be executed in any number of and by different parties hereto on separate counterparts, all of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any signature delivered by a party by facsimile or other similar method of electronic transmission shall be deemed to be an original signature hereto.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed this assignment on behalf of Assignor as of the date first above written.

“ASSIGNOR”

WELLS FARGO BANK, NATIONAL
ASSOCIATION

By: 
Printed: Tim Fawcett
Title: SUP

#83765611

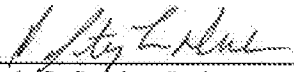
TRADEMARK
REEL: 007277 FRAME: 0163

The undersigned hereby accept and acknowledge receipt of a copy of the foregoing assignment as of the date first above written.

JPMORGAN CHASE BANK, N.A.,
as Assignee

By: Kent Hammerstrom
Printed: Kent Hammerstrom
Title: Authorized Officer

SALEM LEASING CORPORATION,
a North Carolina corporation

By: 

Printed: C. Stephen Dula

Title: Senior Vice President - Finance

Exhibit A

Trademarks

Mark	Reg. No.	Reg. Date
SALEM SS (Stylized)	1,690,899	June 2, 1992

#83765611

Exhibit B

Security Agreement

TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement (this "Agreement") dated as of April 26, 2005 by and between SALEM LEASING CORPORATION, a North Carolina corporation (the "Grantor"), having its principal place of business at 175 Charlois Boulevard, Winston-Salem, North Carolina 27103, and WACHOVIA BANK, NATIONAL ASSOCIATION, as Administrative Agent (the "Administrative Agent"), with offices at 201 South College Street, 8th Floor, Charlotte, North Carolina 28288-0680 for the ratable benefit of the banks and other financial institutions (the "Lenders") from time to time parties to the Credit Agreement, dated as of April 26, 2005 (as amended, restated, supplemented or otherwise modified, the "Credit Agreement") by and between the Grantor, certain of its affiliates, the Lenders and the Administrative Agent.

This Agreement is executed pursuant to the terms of a Collateral Agreement dated as of April 26, 2005, by and among the Grantor, certain of its affiliates and the Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"). Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Collateral Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants and pledges to the Administrative Agent, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

(i) each Trademark, Trademark registration and Trademark application and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark, Trademark registration and Trademark application of the Grantor, including, without limitation, each Trademark, Trademark registration and Trademark application described on Schedule A;

(ii) all claims by the Grantor against third parties for (a) past, present or future infringement or dilution of any Trademark or Trademark registration described on Schedule A or (b) injury to the goodwill associated with any Trademark or Trademark registration described on Schedule A; and

(iii) all proceeds of the foregoing.

The rights and remedies of the Administrative Agent with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Collateral Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall govern.

[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

SALEM LEASING CORPORATION, as Grantor

By: [Signature]
Name: C. Stephen Dula
Title: Senior Vice President – Finance,
Secretary, and Treasurer

ACKNOWLEDGMENT

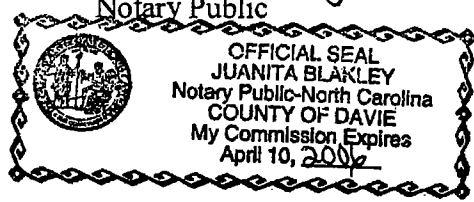
STATE OF N. Carolina
COUNTY OF Forsyth

I, Juanita Blakley, a Notary Public for said County and State, do hereby certify that C. Stephen Dula personally appeared before me this day and stated that he is the Senior Vice President-Finance Secretary and Treasurer of Salem Leasing Corporation and acknowledged, on behalf of Salem Leasing Corporation the due execution of the foregoing instrument.

Witness my hand and official seal, this 20th day of April, 2005.

Juanita Blakley
Notary Public

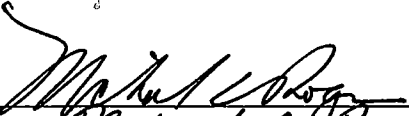
My commission expires:
April 10, 2006



[Signature Pages Continue]

Agreed and Accepted as of the dated first above written.

WACHOVIA BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By: 
Name: Michael C. Rogers
Title: VP

Schedule A to Trademark Security Agreement

TRADEMARK

Trademark or Service Mark	Registration No.	Registration Date
SALEM SS (Stylized)	1,690,899	June 2, 1992 Renewed until June 2, 2012