# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM643924

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Prasco, LLC		04/30/2021	Limited Liability Company: OHIO

### **RECEIVING PARTY DATA**

Name:	JPMorgan Chase Bank, N.A.	
Street Address:	1300 East 9th Street	
Internal Address:	18th Floor	
City:	Cleveland	
State/Country:	OHIO	
Postal Code:	44114	
Entity Type:	National Banking Association: UNITED STATES	

### **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark	
Serial Number:	88911553	HAMPTON LAINE	
Serial Number:	88911560		

### **CORRESPONDENCE DATA**

Fax Number: 3172373900

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.

Phone: 3172373848

Email: mclark@fbtlaw.com Matthew J. Clark **Correspondent Name:** Address Line 1: 201 N. Illinois St.

Address Line 2: **Suite 1900** 

Address Line 4: Indianapolis, INDIANA 46204

NAME OF SUBMITTER:	Matthew J. Clark
SIGNATURE:	/Matthew J. Clark/
DATE SIGNED:	05/03/2021

## **Total Attachments: 4**

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## SECOND AMENDMENT TO PLEDGE AND SECURITY AGREEMENT

This Amendment, dated April 30, 2021, is executed and delivered pursuant to Section 4.4 of the Security Agreement referred to below. All defined terms herein shall have the meanings ascribed thereto or incorporated by reference in the Security Agreement.

The undersigned Grantors hereby certify that the representations and warranties in Article III of the Security Agreement are and continue to be true and correct. The undersigned Grantors further agree that this Amendment may be attached to that certain Pledge and Security Agreement, dated April 1, 2014, between the undersigned Grantors, and JPMorgan Chase Bank, N.A., as Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time prior to the date hereof, the "Security Agreement") and that the Trademark Applications listed on Schedule I to this Amendment and the proceeds thereof shall be and become a part of the Collateral referred to in said Security Agreement and shall secure all Secured Obligations referred to in the Security Agreement.

This Amendment embodies the entire agreement and understanding between the Grantors and the Administrative Agent relating to the subject matter hereof. This Amendment may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Amendment by signing any such counterpart. Delivery of an executed counterpart of a signature page of this Amendment by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Amendment. Nothing herein shall constitute or cause a waiver of any rights of the Administrative Agent under the Security Agreement or applicable law and all Liens granted thereby are continuing, remain perfected, and are otherwise in full force and effect notwithstanding this Amendment.

THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS (AND NOT THE LAW OF CONFLICTS) OF THE STATE OF OHIO, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.

EACH OF THE PARTIES HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AMENDMENT, ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY).

Signature Pages Follow

# Signature Page to Second Amendment to Pledge and Security Agreement

IN WITNESS WHEREOF, the Grantors and the Administrative Agent have executed this First Amendment to Security Agreement as of the date first above written.

**GRANTORS:** 

PRASCO, LLC

E. Thomas Arington

Chairman

SCION REAL ESTATE INVESTMENTS, LLC

E. Thomas Arington

Sole Manager

7160 INDUSTRIAL ROW ROAD, LLC

E. Thomas Afrington

Chairman

BUREL PHARMACEUTICALS, LLC

E. Thomas Apington

Chairman

Signature Page to Second Amendment to Pledge and Security Agreement

JPMORGAN CHASE BANK, N.A., as Administrative Agent

3y: <u>سىل</u>

Authorized Officer

# SCHEDULE I TO SECOND AMENDMENT TO PLEDGE AND SECURITY AGREEMENT

<u>Holder</u>	Registered Mark	Serial Number	Filing Date
Prasco, LLC	HAMPTON LAINE	88911553	May 12, 2020
Prasco, LLC	Ü	88911560	May 12, 2020

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**RECORDED: 05/03/2021**