

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM730893

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JR KINDER'S ENTERPRISES, INC.		05/26/2022	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A.		
Street Address:	10 S. DEARBORN STREET		
Internal Address:	L2, IL1-1145		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2808724	KINDER'S	
Registration Number:	2877154	KINDER'S	
Registration Number:	3712015	KINDER'S	
Serial Number:	88716981	KINDER'S	
Serial Number:	88716984		
Registration Number:	3712016		
CORRESPONDENCE DATA			
Fax Number:	2138910400		
<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:	2138910700		
Email:	pnulud@buchalter.com, mmandel@buchalter.com, shinojosa@buchalter.com		
Correspondent Name:	PHILIP NULUD/MONICA MANDEL/SIGI HINOJOSA		
Address Line 1:	BUCHALTER, APC		
Address Line 2:	1000 WILSHIRE BOULEVARD, SUITE 1500		
Address Line 4:	LOS ANGELES, CALIFORNIA 90017		
ATTORNEY DOCKET NUMBER:	J0272-0009		

CH \$165.00 2808724

NAME OF SUBMITTER:	V. MONICA MANDEL
SIGNATURE:	/V. Monica Mandel/
DATE SIGNED:	05/27/2022
Total Attachments: 6 source=JR KINDER ENTP. 005. Trademark Security Agreement - Kinder's Holdings_ Inc.(70755239.1)#page1.tif source=JR KINDER ENTP. 005. Trademark Security Agreement - Kinder's Holdings_ Inc.(70755239.1)#page2.tif source=JR KINDER ENTP. 005. Trademark Security Agreement - Kinder's Holdings_ Inc.(70755239.1)#page3.tif source=JR KINDER ENTP. 005. Trademark Security Agreement - Kinder's Holdings_ Inc.(70755239.1)#page4.tif source=JR KINDER ENTP. 005. Trademark Security Agreement - Kinder's Holdings_ Inc.(70755239.1)#page5.tif source=JR KINDER ENTP. 005. Trademark Security Agreement - Kinder's Holdings_ Inc.(70755239.1)#page6.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made as of May 26, 2022, by and among **KINDER’S HOLDINGS, INC.**, a Delaware corporation (“Kinders”), **JR Kinder’s Enterprises, Inc.**, a California corporation, (“JR Kinders” together with Kinders, each individually a “Grantor” and collectively the “Grantors”), and **JPMorgan Chase Bank, N.A.**, in its capacity as administrative agent (the “Administrative Agent”) for the lenders party to the Credit Agreement referred to below.

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), by and among the Grantors, together with any other Person that joins the Credit Agreement as a Borrower in accordance with the terms thereof, (each individually a “Borrower”, and individually and collectively, jointly and severally, the “Borrowers”), the Administrative Agent, the other Loan Parties party thereto, and the lenders party thereto as “Lenders” (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a “Lender” and, collectively, the “Lenders”), the Lenders have agreed to make certain financial accommodations available to the Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the Lenders are willing to make the financial accommodations to the Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that the Grantors shall have executed and delivered to the Administrative Agent, on behalf of the Secured Parties (as defined in the Credit Agreement), that certain Pledge and Security Agreement, dated as of the date hereof (including all exhibits thereto, as amended, restated, amended and restated, supplemented or otherwise modified, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, the Grantors pledged and granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined below); and

WHEREAS, pursuant to the Security Agreement, the Grantors have agreed to execute and deliver this Trademark Security Agreement in order to record the security interest granted to the Administrative Agent, for the benefit of the Secured Parties, with the United States Patent and Trademark Office.

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, the Grantors hereby agree as follows:

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

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby pledges, collaterally assigns and grants to the Administrative Agent, on behalf of the Secured Parties, to secure the prompt and complete payment and performance of the Secured Obligations, a security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

(a) all of its Trademarks and IP Licenses with respect to Trademarks to which it is a party, including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each IP License with respect to Trademarks; and

(c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any IP License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any IP License with respect to Trademarks.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by each Grantor to the Secured Parties, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving such Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to the Administrative Agent, on behalf of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new Trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Each Grantor hereby authorizes the Administrative Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new Trademark rights of such Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts (which, subject to Section 9.06(b) of the Credit Agreement, may include any Electronic Signatures transmitted by facsimile, emailed pdf or any other electronic means that reproduces an image of an actual executed signature page) and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission (e.g., via email in portable document file format) shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. This Trademark Security Agreement is a Loan Document.

7. TERMINATION. Upon the Payment in Full of the Secured Obligations, Administrative Agent shall execute, acknowledge, and deliver to each Grantor an instrument in writing in recordable form to release the Security Interest in the Trademark Collateral under this Trademark Security Agreement.

8. **CHOICE OF LAW.** THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF CALIFORNIA, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.

9. **MISCELLANEOUS.** THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CONSENT TO JURISDICTION, WAIVER OF JURY TRIAL, AND JUDICIAL REFERENCE SET FORTH IN SECTIONS 8.17 AND 8.18 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

KINDER'S HOLDINGS, INC.,
a Delaware corporation

By: _____
Name: Joseph Rainero
Title: President and Chief Executive Officer

JR KINDER'S ENTERPRISES, INC.
a California corporation

By: _____
Name: Joseph Rainero
Title: President and Chief Executive Officer

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

By: Rebecca J. Martin
Name: Rebecca J. Martin
Title: Authorized Officer

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARKS:

Registrations:

Owner	Trademark	Serial No. or Registration. No.	File Date or Registration Date
JR Kinder's Enterprises, Inc.	KINDER'S	2808724	1/27/2004
JR Kinder's Enterprises, Inc.	KINDER'S	2877154	8/24/2004
JR Kinder's Enterprises, Inc.	DESIGN ONLY	3712015	11/17/2009
JR Kinder's Enterprises, Inc.	KINDER'S	88716981	12/5/2019
JR Kinder's Enterprises, Inc.	DESIGN ONLY	88716984	12/5/2019
JR Kinder's Enterprises, Inc.	DESIGN ONLY	3712016	11/17/2009
JBH Holdings, Inc. (nka Kinder's Holdings, Inc.)	THIRD CONDIMENT	4842072	10/27/2015

Applications: None.

**OTHER
TRADEMARKS:**

None.