

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

To the director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Grindmaster Corporation

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State
☐ Other: _____

Citizenship (see guidelines) DE

Execution Date(s) September 17, 2009

Additional names of conveying parties attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies)

☐ Yes

Additional names, addresses, or citizenship attached?

☒ No

Name: RBS Business Capital, a division of RBS Asset Finance
Inc.

Internal
Address: _____

Street Address: 53 State Street, 9th Floor

City: Boston

State: MA

Country: USA

Zip: 02109

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

- ☐ Association Citizenship _____
☐ General Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☒ Corporation Citizenship NY
☐ Other ☐ Citizenship

If assignee is not domiciled in the United States, a domestic representative designation is attached. ☐ Yes ☒ No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) See Attached Schedule I

B. Trademark Registration No.(s) See Attached Schedule I

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)

5. Name address of party to whom correspondence concerning document should be mailed:

Name: Susan O'Brien

Internal Address: UCC Direct Services

Street Address: 187 Wolf Road, Suite 101

City: Albany

State: NY

Zip: 12205

Phone Number: 800-342-3676

Fax Number: 800-962-7049

Email Address: cls-udsalbany@wolterskluwers.com

6. Total number of applications and registrations involved:

22

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 565

- ☒ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

a. Credit Card

Last 4 Numbers 5683

Expiration Date 11/09

b. Deposit Account Number _____

Authorized User Name: _____

9. Signature:

Kareem Ansley
Signature

Kareem Ansley
Name of Person Signing

10/9/09

Date

Total number of pages including cover sheet, attachments, and document. 10

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6885, or mailed to:

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

List of Trademarks and Trademark Applications

TRADEMARKS

Accubrew	United States		3,194,941 1/2/07	1/2/17	Grindmaster Corporation
BrewControl	United States		3,130,706 8/15/06	8/15/16	Grindmaster Corporation
CDE Connectable Digital Electronics plus design	United States		3,051,322 1/24/06	1/24/16	Grindmaster Corporation
Columbia	United States		2,245,048 5/11/99	5/11/19	Grindmaster Corporation
CrathCo	United States		1,282,357 6/19/84	6/19/14	Grindmaster Corporation
CrathCo logo (Design of a Circle)	United States		1,661,613 10/22/91	10/22/11	Grindmaster Corporation
Easypod	United States		3,101,907 6/6/06	6/6/16	Grindmaster Corporation
Espressimo	United States		1,870,466 12/27/94	12/27/14	Grindmaster Corporation
G-Cool	United States		3,468,840 7/15/08	7/15/18	Grindmaster Corporation
Grindmaster	United States		920,629 9/21/71	9/21/11	Grindmaster Corporation
Grindmaster	United States		1,750,028 2/2/93	2/2/13	Grindmaster Corporation
Grindmaster Corporation plus design	United States		3,114,617 7/11/06	7/11/16	Grindmaster Corporation
Grind'N Brew	United States		2,655,857 12/3/03	Cancelled 7/11/09; failure to file Section 8 Affidavit; subject to six month reinstatement period ending 1/11/10.	Grindmaster Corporation
Mini-Quad	United States		1,678,406 3/10/92	3/10/12	Grindmaster Corporation
Mini-Twin	United States		1,370,017 11/12/85	11/12/15	Grindmaster Corporation

Opod	United States		3,151,289 10/3/06	10/3/16	Grindmaster Corporation
PrecisionBrew	United States		3,136,623 8/29/06	8/29/16	Grindmaster Corporation
PrecisionBrew	United States		3,252,481 6/12/07	6/12/17	Grindmaster Corporation
Shuttle	United States		2,223,719 2/16/99	2/16/19	Grindmaster Corporation
The Bubbler	United States		3,551,788 12/23/08	12/23/18	Grindmaster Corporation
PrecisionGrind	United States	77/125,982 3/8/07			Grindmaster Corporation
PrecisionFlow	United States	77/787,320 7/22/09			Grindmaster Corporation

*Assumes Section 15 Affidavits are filed.

TO: SUSAN O'BRIEN COMPANY: UCC DIRECT SERVICES

10/12/2009
700420211Form PTO-1594 (Rev. 09/09)
OMB Collection 0431-0027 (Rev. 09/09/2006)U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark OfficeRECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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Grindmaster Corporation

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State
☐ Other: _____

Citizenship (see guidelines) _____

Execution Date(s) September 17, 2009Additional names of conveying parties attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies)

☐ YesAdditional names, addresses, or citizenship attached? ☒ NoName: PCS Business Capital, a division of PCS Asset Finance,

(inc.)

Internal
Address: _____Street Address: 53 State Street, 9th FloorCity: BostonState: MACountry: USAZip: 02108

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other: _____

- ☐ Association Citizenship _____
☐ General Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☒ Corporation Citizenship USA
☐ Other ☐ Citizenship

If assignee is not domiciled in the United States, a domestic representative designation is attached. ☐ Yes ☒ No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the trademark.

A. Trademark Application No.(s) See Attached Schedule I

B. Trademark Registration No.(s) See Attached Schedule I

Additional sheet(s) attached? ☒ Yes ☐ No

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5. Name address of party to whom correspondence concerning document should be mailed:

Name: Susan O'BrienInternal Address: UCC Direct ServicesStreet Address: 187 Wolf Road, Suite 101City: AlbanyState: NYZip: 12205Phone Number: 500-342-3828Fax Number: 500-362-7049Email Address: cs-usa@nycc@uicorplaw.com6. Total number of applications and registrations involved: 227. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 565

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8. Payment Information:

- a. Credit Card Last 4 Numbers 5683
 Expiration Date 11/09
 b. Deposit Account Number _____
 Authorized User Name: _____

9. Signature: _____

Signature

Karen Anley

Name of Person Signing

10/9/09

Date

Total number of pages including cover sheet, attachments, and document. 13

Documents to be recorded (including cover sheet) should be listed to (703) 308-6995, or mailed to:

TRADEMARK

REEL: 004081 FRAME: 0028

[EXECUTION]
[Grindmaster Corporation]

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (as may be amended, restated, supplemented or otherwise modified from time to time, this "Trademark Security Agreement"), dated as of September 17, 2009, is by GRINDMASTER CORPORATION, a Delaware corporation (the "Grantor"), in favor of RBS BUSINESS CAPITAL, a division of RBS Asset Finance, Inc., in its capacity as agent pursuant to the Loan Agreement (as hereinafter defined) acting for and on behalf of the parties thereto as lenders and as otherwise provided therein (in such capacity, "Agent").

WITNESSETH:

WHEREAS, Agent and the parties to the Loan Agreement as lenders (each individually, a "Lender" and collectively, "Lenders") have entered or are about to enter into financing arrangements pursuant to which Lenders (or Agent on behalf of Lenders) may make loans and advances and provide other financial accommodations to Grantor and certain of its affiliates as set forth in the Loan and Security Agreement, dated of even date herewith, by and among Agent, Lenders, Grantor and certain affiliates of Grantor (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Loan Agreement") and other agreements, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto, including, but not limited to, this Trademark Security Agreement (all of the foregoing, together with the Loan Agreement, as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the "Loan Documents").

WHEREAS, under the terms of the Loan Agreement, Grantor has granted a security interest in certain property, including, without limitation, certain of its Intellectual Property, to the Agent, for itself and the benefit of the other Secured Parties, to secure the payment and performance of the Obligations and has agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

WHEREAS, this Trademark Security Agreement is supplemental to the provisions contained in the Loan Agreement and, in the event of an inconsistency among them, the Loan Agreement shall control over this Trademark Security Agreement.

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, Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.
2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Grantor hereby grants to the Agent, for itself and the benefit of the other Secured Parties, a security interest in and continuing lien on all of Grantor's right, title and interest in, to and under the following,

whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the "Trademark Collateral"):

(a) trademarks, servicemarks, trade names, trade styles and all applications, registrations and recordings relating to any of the foregoing as may be filed in the United States Patent and Trademark Office, any State thereof, any political subdivision thereof or in any similar office or agency in any other country or jurisdiction, including, but not limited to, the United States trademark registrations and applications referred to on Schedule I hereto (as such schedule may be amended or supplemented from time to time), provided, however, the foregoing shall not include applications for any trademarks that have been filed with the U.S. Patent and Trademark Office on the basis of an "intent-to-use" with respect to such marks, unless and until a statement of use or amendment to allege use is filed and accepted by the U.S. Patent and Trademark Office or any other filing is made or circumstances otherwise change so that the interests of a Grantor in such marks is no longer on an "intent-to-use" basis, at which time such marks shall automatically and without further action by the parties be subject to the security interests and liens granted by Grantor to the Agent hereunder;

(b) all rights of Grantor in all present and future agreements containing a license of trademarks, servicemarks, trade names or trade styles to Grantor (subject to the rights of the licensors therein) pertaining to the foregoing;

(c) all rights and privileges arising under applicable law with respect to Grantor's use of any of the foregoing;

(d) all extensions, renewals, reissues, divisions, continuations, and continuations-in-part of any of the foregoing;

(e) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill;

(f) goodwill (including any goodwill associated with any trademark or servicemark, or the license of any trademark or servicemark); and

(g) all proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit.

3. LOAN AND SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Agent, for itself and the benefit of the other Secured Parties, pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Agent and Secured Parties with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Loan Agreement, the provisions of the Loan Agreement shall control. Grantor shall, concurrently with the execution and delivery of this Trademark Security Agreement, execute and deliver to Agent five (5) originals of a Special Power of Attorney in the form of Exhibit A annexed hereto for the exercise of the rights and remedies granted to Agent under the Loan Documents.

4. **GOVERNING LAW.** The validity, interpretation and enforcement of this Trademark Security Agreement and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of New York but excluding any principles of conflicts of law or other rule of law that would cause the application of the law of any jurisdiction other than the laws of the State of New York.

5. **COUNTERPARTS.** This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall have the same force and effect as the delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall also deliver an original executed counterpart, but the failure to do so shall not affect the validity, enforceability or binding effect of this Trademark Security Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor and Agent have executed this Agreement as of the day and year first above written.

GRINDMASTER CORPORATION

By: Richard Moore
Name: Richard Moore
Title: President and CEO

ACKNOWLEDGMENT OF GRANTOR

STATE OF New York)
) ss.
COUNTY OF New York)

On this 10th day of September, 2009 before me personally appeared Richard Moore, who proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Grindmaster Corporation, who being by me duly sworn did depose and say that he is an authorized officer of said company, that the said instrument was signed on behalf of said company as authorized by its Board of Directors or Board of Managers and that he acknowledged said instrument to be the free act and deed of said company.

David Harty

Notary Public

{seal}


DAVID HARTY
Notary Public, State of New York
No. 02HA8085483
Qualified in New York County
Commission Expires December 30, 2010

[SIGNATURES CONTINUED ON NEXT PAGE]

[Signature Page 10 Trademark Security Agreement] (Grindmaster Corporation)

[SIGNATURES CONTINUED FROM PREVIOUS PAGE]

RBS BUSINESS CAPITAL, a division of RBS Asset
Finance, Inc., as Agent

By: 
Name: Brian Baker
Title: Vice President

(Signature Page to Trademark Security Agreement) (Grindmaster Corporation)

SPECIAL POWER OF ATTORNEY

TRADEMARK
REEL: 004081 FRAME: 0034

STATE OF _____)

COUNTY OF _____)

ss.

On this ____ day of September, 2009 before me personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Grindmaster Corporation, who being by me duly sworn did depose and say that he is an authorized officer of said company, that the said instrument was signed on behalf of said company as authorized by its Board of Directors or Board of Managers and that he acknowledged said instrument to be the free act and deed of said company.

Notary Public

{seal}

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