

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Grindmaster Corporation		09/17/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	First New England Capital III, LP		
Street Address:	100 Pearl Street		
City:	Hartford		
State/Country:	CONNECTICUT		
Postal Code:	06103		
Entity Type:	LIMITED PARTNERSHIP: CONNECTICUT		
PROPERTY NUMBERS Total: 22			
Property Type	Number	Word Mark	
Registration Number:	3194941	ACCUBREW	
Registration Number:	3130706	BREWCONTROL	
Registration Number:	3051322	CDE CONNECTABLE DIGITAL ELECTRONICS	
Registration Number:	2245048	COLUMBIA	
Registration Number:	1282357	CRATHCO	
Registration Number:	1661613		
Registration Number:	3101907	EASYPOD	
Registration Number:	1870466	ESPRESSIMO	
Registration Number:	3468840	G-COOL	
Registration Number:	920629	GRINDMASTER	
Registration Number:	1750028	GRINDMASTER	
Registration Number:	3114617	G GRINDMASTER CORPORATION	
Registration Number:	2655857	GRIND' N BREW	
Registration Number:	1678406	MINI-QUAD	

900145892

TRADEMARK
 REEL: 004082 FRAME: 0656

CH \$565.00 3194941

Registration Number:	1370017	MINI-TWIN
Registration Number:	3151289	OPOD
Registration Number:	3136623	PRECISIONBREW
Registration Number:	3252481	PRECISIONBREW
Registration Number:	2223719	SHUTTLE
Registration Number:	3551788	THE BUBBLER
Serial Number:	77125982	PRECISIONGRIND
Serial Number:	77787320	PRECISIONFLOW

CORRESPONDENCE DATA

Fax Number: (404)572-5128

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 404-572-2533

Email: jbalcita@kslaw.com

Correspondent Name: King & Spalding LLP

Address Line 1: Jeffrey P. Balcita

Address Line 2: 1180 Peachtree Street

Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	16993.015001
NAME OF SUBMITTER:	Jeffrey P. Balcita
Signature:	/Jeffrey P. Balcita/
Date:	10/21/2009

Total Attachments: 9

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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 FIRST NEW ENGLAND CAPITAL III, LP, in its capacity as collateral agent pursuant to the Note Purchase Agreement (as hereinafter defined) acting for and on behalf of the parties thereto as purchasers and as otherwise provided therein (in such capacity, "Agent").

WITNESSETH:

WHEREAS, Grantor and certain affiliates of Grantor wish to sell to Agent and the parties to the Note Purchase Agreement as purchasers (each individually, a "Purchaser" and collectively, "Purchasers"), and Purchasers wish to purchase from Grantor and certain affiliates of Grantor, Notes (as defined in the Note Purchase Agreement) on the terms and conditions set forth in the Note Purchase Agreement, dated of even date herewith, by and among Agent, Purchasers, Grantor and certain affiliates of Grantor (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Note Purchase 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 Note Purchase 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 "Note Documents").

WHEREAS, under the terms of the Note Purchase 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 Note Purchase Agreement and, in the event of an inconsistency among them, the Note Purchase 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 Note Purchase 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 such 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. NOTE PURCHASE 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 Note Purchase 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 Note Purchase 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 Note Purchase Agreement, the provisions of the Note Purchase 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 Note 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.

{seal}

David Harty
Notary Public

DAVID HARTY
Notary Public, State of New York
No. 02HA6085483
Qualified in New York County
Commission Expires December 30, 2010

[SIGNATURES CONTINUED ON NEXT PAGE]

[Signature Page to Trademark Security Agreement - Grindmaster]

[SIGNATURES CONTINUED FROM PREVIOUS PAGE]

FIRST NEW ENGLAND CAPITAL III, L.P., as Agent

By: FNEC III Managers, LLC

Its: General Partner

By: Seth W. Alward
Name: Seth W. Alward
Title: Principal

[Signature Page to Trademark Security Agreement - Groundmaster]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

List of Trademarks and Trademark Applications

TRADEMARKS

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Status/ Expiration Date*	Current Owner
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

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Status/ Expiration Date*	Current Owner
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.

**EXHIBIT A
TO
TRADEMARK SECURITY AGREEMENT**

SPECIAL POWER OF ATTORNEY

STATE OF _____)
) ss.:
COUNTY OF _____)

KNOW ALL MEN BY THESE PRESENTS, that GRINDMASTER CORPORATION ("Debtor"), having an office at 43-05 20th Avenue, Long Island City, New York 11105, hereby appoints and constitutes, FIRST NEW ENGLAND CAPITAL III, LP, as collateral agent ("Secured Party"), and each of Secured Party's officers, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of Debtor:

1. Execution and delivery of any and all agreements, documents, instrument of assignment, or other papers which Secured Party, in its discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of Debtor in and to the Trademark Collateral (as defined in the Security Agreement (as defined below)), or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.

2. Execution and delivery of any and all documents, statements, certificates or other papers which Secured Party, in its discretion, deems necessary or advisable to further the purposes described in Subparagraph 1 hereof.

This Power of Attorney, being a power coupled with an interest, is made pursuant to a Trademark Security Agreement between Debtor and Secured Party, dated as of the date hereof (the "Security Agreement") and may not be revoked until the payment in full of all Debtor's "Obligations", as such quoted term is defined in the Security Agreement.

_____, 2009

GRINDMASTER CORPORATION

By: _____
Name: _____
Title: _____

STATE OF _____)

)

ss.

COUNTY OF _____)

On this ____ day of _____, 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}