

## 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
Clyde Bergemann Bachmann, Inc.		01/31/2013	CORPORATION: MAINE
RECEIVING PARTY DATA			
Name:	Bank of Scotland plc		
Street Address:	110 St. Vincent Street		
City:	Glasgow		
State/Country:	UNITED KINGDOM		
Postal Code:	G25ER		
Entity Type:	CORPORATION: UNITED KINGDOM		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2117471	BACHMANN	
Registration Number:	2115406	BACHMANN	
CORRESPONDENCE DATA			
Fax Number:	2127540330		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	(212) 907-7300		
Email:	rsilverman@golenbock.com		
Correspondent Name:	Robin E. Silverman		
Address Line 1:	437 Madison Avenue		
Address Line 2:	Golenbock Eiseman Assor Bell & Peskoe		
Address Line 4:	New York, NEW YORK 10022		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			
Address Line 2:			

900246432

TRADEMARK  
REEL: 004958 FRAME: 0539

OP \$65.00 2117471

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Robin E. Silverman

Signature:

/Robin E. Silverman/

Date:

02/08/2013

**Total Attachments: 5**

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Trademark Security Agreement

TRADEMARK SECURITY AGREEMENT, dated as of January 31, 2013, by Clyde Bergemann Bachmann, Inc. (the "Pledgor"), in favor of Bank of Scotland plc, in its capacity as agent and Security Agent for itself and for each of the other Secured Parties on the terms and conditions set out in the Facilities Agreement (in such capacity as agent and trustee, the "Security Agent" (which expression shall include each person appointed as the Security Agent at the date of this Trademark Security Agreement or any additional Security Agent appointed for the purposes of, and in accordance with, the Facilities Agreement)).

WITNESSETH:

WHEREAS, by executing that certain Supplement No. One (1) of even date herewith, the Pledgor is party to a Guaranty and Collateral Agreement dated June 27, 2012 (the "Guaranty and Collateral Agreement") in favor of the Security Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders to continue to extend credit to the Borrowers pursuant to the Facilities Agreement, the Pledgor hereby agrees with the Security Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Guaranty and Collateral Agreement and used herein have the meaning given to them in the Guaranty and Collateral Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Security Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Security Collateral of the Pledgor:

- (a) Trademarks of the Pledgor listed on Schedule I attached hereto;
- (b) all goodwill associated with such Trademarks; and
- (c) all proceeds of any and all of the foregoing.

SECTION 3. Guaranty and Collateral Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Security Agent pursuant to the Guaranty and Collateral Agreement and Pledgor hereby acknowledges and affirms that the rights and remedies of the Security Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Guaranty and Collateral 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 Guaranty and Collateral Agreement, the provisions of the Guaranty and Collateral Agreement shall control unless the Security Agent shall otherwise determine.

**SECTION 4. Termination.** Upon the payment in full of the Obligations and termination of the Guaranty and Collateral Agreement, the Security Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

**SECTION 5. Counterparts.** This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

IN WITNESS WHEREOF, the Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

PLEDGOR

Clyde Bergemann Bachmann, Inc.

By: J. Graham Lees  
Name: J GRAHAM LEES  
Title: VICE PRESIDENT

Accepted and Agreed:

BANK OF SCOTLAND PLC,  
as Security Agent

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, the Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

PLEDGOR

Clyde Bergemann Bachmann, Inc.

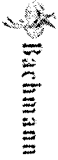
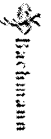
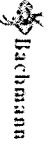
By: \_\_\_\_\_  
Name:  
Title:

Accepted and Agreed:

BANK OF SCOTLAND PLC,  
as Security Agent

By: Ray B  
Name: RORY BROWN  
Title: RELATIONSHIP MANAGER

SCHEDULE 1

Trademark Registration No.	TM Application No.	TM Country	TM Title	TM Class	Type of TM	Application date	TM Owner	Trademarkgraph	Trademark/ Brand Type
280289	280289	EM	Bachmann	07 11 17 42	WB	07 06 1996	Cyde Bergemann Bachmann Inc		Logo
2 115 406	75110789	US	Bachmann	17	WB	28 05 1996	Cyde Bergemann Bachmann Inc		Logo
2 117 471	75110791	US	Bachmann	37 42	WB	28 05 1996	Cyde Bergemann Bachmann Inc		Logo