

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Supplement No. 1 to Trademark Security Agreement (Second Lien)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Minnesota Thermal Science, LLC		02/03/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Credit Suisse AG, Cayman Islands Branch		
Street Address:	One Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Bank: SWITZERLAND		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	86051549	CREDO	
Serial Number:	86051675	GOLDEN HOUR	
CORRESPONDENCE DATA			
Fax Number:	9177777373		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	212-735-3000		
Email:	andrew.patrick@skadden.com		
Correspondent Name:	Skadden Arps Slate Meagher & Flom LLP		
Address Line 1:	Four Times Square		
Address Line 2:	Attn: Ken Kumayama, Esq.		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	217730/2353		
NAME OF SUBMITTER:	Ken Kumayama		

CH \$65.00 86051549

Signature:	/Ken Kumayama/
Date:	02/06/2014
Total Attachments: 4 source=Second Lien Trademark Security Agreement - 2014 Supplement#page1.tif source=Second Lien Trademark Security Agreement - 2014 Supplement#page2.tif source=Second Lien Trademark Security Agreement - 2014 Supplement#page3.tif source=Second Lien Trademark Security Agreement - 2014 Supplement#page4.tif	

SUPPLEMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT (SECOND LIEN)

This SUPPLEMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT (SECOND LIEN) (this "Supplement"), dated as of February 3, 2014, is entered into by and between Minnesota Thermal Science, LLC, a Delaware limited liability company with offices located at 23215 Early Avenue, Torrance, California 90505 (the "Grantor") and Credit Suisse AG, Cayman Islands Branch, a bank organized under the laws of Switzerland located at One Madison Avenue, New York, New York 10010, as collateral agent for the Lenders party to the Credit Agreement referred to below (in such capacity, the "Collateral Agent"). All capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Credit Agreement, the Security Agreement or the Trademark Security Agreement (as defined below), as applicable.

RECITALS:

WHEREAS, Pelican Products, Inc. ("Pelican") entered into (i) that certain Credit Agreement (Second Lien), dated as of June 15, 2012 (as it may be amended, restated, supplemented or modified from time to time, the "Credit Agreement") by and among Pelican, as Borrower, the Lenders party thereto, Credit Suisse AG, Cayman Islands Branch, as the Administrative Agent, Collateral Agent and L/C Issuer, and certain other parties party thereto and (ii) that certain Guarantee and Collateral Agreement (Second Lien), dated as of July 11, 2012 (as it may be amended, restated, supplemented or modified from time to time, the "Security Agreement"), by and among Pelican, certain subsidiaries of Pelican and the Collateral Agent;

WHEREAS, the Grantor joined the Security Agreement by executing and delivering to the Collateral Agent that certain Supplement No. 1 to the Guarantee and Collateral Agreement, dated as of February 27, 2013, under which the Grantor assigned and pledged to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, and granted to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, a security interest, in all right, title or interest in or to any and all of the Collateral, including the Trademark Collateral (as defined below), in each case now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest;

WHEREAS, pursuant to the Security Agreement, the Grantor also entered into that certain Trademark Security Agreement (Second Lien), dated as of June 6, 2013 (the "Trademark Security Agreement"), and together with the Security Agreement, the "Security Agreements"), by and between Grantor and Collateral Agent; and

WHEREAS, the Collateral Agent has requested that the Grantor supplement the Security Agreements by entering into this Supplement.

ACCORDINGLY, the Grantor and the Collateral Agent, on behalf of the Secured Parties, hereby agree as follows:

Section 1. Grant of Security Interest in Trademarks

As security for the payment or performance, as the case may be, in full of the Obligations, the Grantor hereby assigns and pledges to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the

Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

(a) all Trademarks and Trademark Licenses to which it is a party, including, without limitation, those set forth on Schedule I hereto;

(b) all reissues, extensions or renewals of the foregoing;

(c) all goodwill associated with or symbolized by any of the foregoing; and

(d) all Proceeds and products of any and all of the foregoing and all collateral security and guarantees given by any person with respect to any of the foregoing, including without limitation, any claim by the Grantor against any third party for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License;

provided that the Trademark Collateral shall not include, and the Grantor shall not be deemed to have assigned, pledged or granted a security interest in, any of the Grantor's right, title or interest in any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, but only if and to the extent that the granting of a security interest in such application would result in the invalidation of such application or any resulting registration.

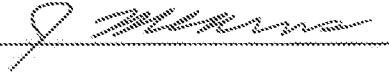
Section 2. Security Agreements

The security interests granted pursuant to this Supplement are granted in conjunction with the security interests granted to the Collateral Agent pursuant to the Security Agreements, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreements, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any irreconcilable conflict between the terms of this Supplement and the terms of the Security Agreements, the terms of the Security Agreements shall control.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, intending to be legally bound, the Grantor has caused this SUPPLEMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT (SECOND LIEN) to be duly executed and delivered by its duly authorized officer as of the date first set forth above.

Minnesota Thermal Science, LLC

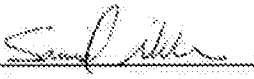
By: 

Name: Jamie Mearns
Title: Vice President, Treasurer and Secretary

ACCEPTED AND AGREED
as of the date first above written:

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,
as Collateral Agent

By: 
Name: CHRISTOPHER DAY
Title: AUTHORIZED SIGNATORY

By: 
Name: Samuel Miller
Title: Authorized Signatory

[SIGNATURE PAGE TO SUPPLEMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT (SECOND LIEN)]

TRADEMARK
REEL: 005210 FRAME: 0370

SCHEDULE I
TO
SUPPLEMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT (SECOND LIEN)

Trademark Applications

Mark	International Class(es)	Application No. Filing Date
CRÊDO	10, 11	86051549 29-AUG-2013
GOLDEN HOUR	10, 11, 20	86051675 29-AUG-2013