

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM312364

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NYMP Acquisition, LLC		06/19/2014	LIMITED LIABILITY COMPANY: NEW YORK
RECEIVING PARTY DATA			
Name:	Pacific Western Bank		
Street Address:	5404 Wisconsin Avenue		
Internal Address:	2nd Floor		
City:	Chevy Chase		
State/Country:	MARYLAND		
Postal Code:	20815		
Entity Type:	state chartered bank: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4295094	NEW YORK MERCHANTS PROTECTIVE	
Serial Number:	85646051	PROTECTING NY · NJ · CT SINCE 1910 BURGL	
Serial Number:	85643274	SINCE 1910 NEW YORK MERCHANTS PROTECTIVE	
CORRESPONDENCE DATA			
Fax Number:	4122610915		
<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:	412-263-1846		
Email:	ipgroup@pietragallo.com		
Correspondent Name:	Jonathan C. Parks		
Address Line 1:	301 Grant Street		
Address Line 2:	One Oxford Centre, 38th Floor		
Address Line 4:	Pittsburgh, PENNSYLVANIA 15219		
ATTORNEY DOCKET NUMBER:	W&H-101994		
NAME OF SUBMITTER:	Jonathan C. Parks		
SIGNATURE:	/Jonathan C. Parks/		
DATE SIGNED:	07/30/2014		
Total Attachments: 4			

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT is dated as of June 19, 2014, by NYMP ACQUISITION, LLC, a New York limited liability company (“**Grantor**”), in favor of PACIFIC WESTERN BANK, a California state chartered bank (“**Lender**”).

WHEREAS, pursuant to that certain Loan Agreement dated as of even date herewith by and among Grantor and certain affiliates as Borrowers and Lender (as the same may be amended, restated, modified, or supplemented from time to time, the “**Loan Agreement**”), Lender has agreed to make certain loans and other financial accommodations to Grantor and such affiliates; and

WHEREAS, pursuant to the Loan Agreement, Grantor is required to execute and deliver to Lender 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 Lender a continuing first priority security interest in all of Grantor’s right, title, and interest in, to, and under the following (collectively, the “**Trademark Collateral**”): all of its trademark applications and trademarks, whether now owned or hereafter acquired, including without limitation those listed on Schedule I hereto, including all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present, and future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, and the goodwill of the business to which any of the trademarks relate.

3. Loan Agreement. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender 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.

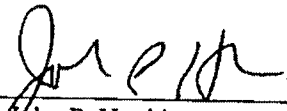
4. Miscellaneous. The validity, interpretation and performance of this Trademark Security Agreement shall, pursuant to New York General Obligations Law Section 5-1401, be governed and construed in accordance with the laws of the State of New York without regard to such state’s choice of law provisions that would result in the application of the laws of a different jurisdiction. This Trademark Security Agreement may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Any judicial proceeding arising out of or relating to this Trademark Security Agreement shall be handled in accordance with and pursuant to the provisions of Section 14.1 of the Loan Agreement, including venue and service of process. Any notice or request under this Trademark Security Agreement shall be given to any party to this Assignment at such party’s address set forth in the Loan Agreement.

[SIGNATURE PAGES FOLLOW]

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

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

NYMP ACQUISITION, LLC

By: 
Name: John P. Hopkins
Title: Chief Executive Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

Accepted and acknowledged:

PACIFIC WESTERN BANK

By: 

Name: William C. Schmidt

Title: Managing Director

SCHEDULE I

U.S. TRADEMARK REGISTRATIONS

MARK	REGISTRATION NUMBER	REGISTRATION DATE
NEW YORK MERCHANTS PROTECTIVE	4295094	February 26, 2013

U.S. TRADEMARK PENDING APPLICATIONS

MARK	SERIAL NUMBER	FILING DATE
Design mark plus words – PROTECTING NY – NJ – CT SINCE 1910 NEW YORK MERCHANTS PROTECTIVE COMPANY	85646051	June 7, 2012
Design mark plus words – SINCE 1910 NEW YORK MERCHANTS PROTECTIVE COMPANY	85643274	June 5, 2012