

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM312466

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|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------|------------------------|------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY AGREEMENT | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| SB MFG, LLC | | 06/30/2014 | LIMITED LIABILITY COMPANY: FLORIDA |
| RECEIVING PARTY DATA | | | |
| Name: | STERLING NATIONAL BANK | | |
| Street Address: | 500 Seventh Avenue | | |
| Internal Address: | 3rd Floor | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10018 | | |
| Entity Type: | National Banking Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 85839590 | SB MFG MADE IN AMERICA | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2155648120 | | |
| <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: | 215-564-8602 | | |
| Email: | Svictor@stradley.com | | |
| Correspondent Name: | Sheila Victor for Christine McDevitt, Esq | | |
| Address Line 1: | Stradley Ronon Stevens & Young, LLP | | |
| Address Line 2: | 2005 Market Street, Suite 2600 | | |
| Address Line 4: | Philadelphia, PENNSYLVANIA 19103 | | |
| ATTORNEY DOCKET NUMBER: | 184652-0021 | | |
| NAME OF SUBMITTER: | Sheila Victor | | |
| SIGNATURE: | /Sheila Victor/ | | |
| DATE SIGNED: | 07/31/2014 | | |
| Total Attachments: 4 | | | |
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| source=SB-MFG-STERLING-SecurityAgreement#page3.tif | | | |

CH \$40.00 85839590

TRADEMARK

Security Agreement

Trademarks

WHEREAS, **SB MFG, LLC**, a Florida limited liability company (herein referred to as "**Debtor**"), has adopted, used and is using, and is the owner of the entire right, title, and interest in and to, the entire right, title and interest in and to trademarks and service marks listed in Schedule A attached hereto and made a part hereof, which trademarks and service marks are registered or pending registration in the United States Patent and Trademark Office, and has adopted, used and is using the common law trademarks, service marks and trade names listed in Schedule B attached hereto and made a part hereof (collectively, the "**Trademarks**");

WHEREAS, Debtor is obligated to **STERLING NATIONAL BANK**, a national banking association (herein referred to as "**Sterling**"), and has entered into a Loan and Security Agreement dated as of the date hereof (as may be from time to time amended, restated and supplemented, the "**Loan Agreement**") in favor of Sterling;

WHEREAS, pursuant to the Loan Agreement, Debtor has granted to Sterling a security interest in, and mortgage on, all right, title and interest of Debtor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof, all as more fully described in the Loan Agreement (the "**Collateral**"), to secure the payment, performance and observance of the Obligations, as defined in the Loan Agreement; and

WHEREAS, this Agreement does not supersede, amend, modify, revise or limit the Loan Agreement, and is intended to supplement the Loan Agreement and evidence and perfect Sterling security interest in the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Debtor does hereby further grant to Sterling a security interest in, and mortgage on, the Collateral to secure the prompt payment, performance and observance of the Obligations.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Sterling with respect to the assignment of, security interest in and mortgage on the Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Sterling's address is 500 Seventh Avenue, 3rd Floor, New York, New York 10018.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Debtor has caused this Agreement to be duly executed in New York, New York
by its duly authorized officer as of the 30th day of June, 2014.

SB MFG, LLC

By: 

Name: Michael Bloch

Title: Manager

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005333 FRAME: 0748

SCHEDULE A
Registered Trademarks

| Trademark | Registration No. | Registration Date | Expiration Date | Owner |
|-----------|------------------|-------------------|-----------------|-------|
| None | | | | |

U.S. Pending Applications

| Trademark | Serial Number | Application Date | Owner |
|------------------------|---------------|------------------|-------------|
| SB MFG MADE IN AMERICA | 85839590 | February 7, 2013 | SB MFG, LLC |

SCHEDULE B

U.S. Common Law Trademarks/Service Marks

None

Common Law Trade Names

None