

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM320155

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pelican Holdings Group, Inc.	FORMERLY f/k/a Pelican Wire Company, Inc.	10/10/2014	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	Fifth Third Bank		
Street Address:	222 South Riverside Plaza		
Internal Address:	30th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	a banking corporation: OHIO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3816966		
CORRESPONDENCE DATA			
Fax Number:	3127043001		
<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:	312-704-3105		
Email:	trademarks@hinshawlaw.com		
Correspondent Name:	Anthony J. Jacob		
Address Line 1:	Hinshaw & Culbertson LLP		
Address Line 2:	222 N. LaSalle Street, Ste. 300		
Address Line 4:	Chicago, ILLINOIS 60601-1081		
ATTORNEY DOCKET NUMBER:	PELICAN SECURITY INTEREST		
NAME OF SUBMITTER:	Anthony Jacob		
SIGNATURE:	/anthony jacob/		
DATE SIGNED:	10/15/2014		
Total Attachments: 7			
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TRADEMARK

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GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY RIGHTS (TRADEMARKS) dated as of October 15, 2014, by **PELICAN HOLDINGS GROUP, INC., f/k/a Pelican Wire Company, Inc.**, a Florida corporation (referred to as the "Borrower"), having the address is 3650 Shaw Boulevard, Naples, Florida 34117 to **FIFTH THIRD BANK**, an Ohio banking corporation (including any successor and assigns under the "Bank"), whose address is 222 South Riverside Plaza, 30th Floor, Chicago, Illinois 60606.

Reference is made to the Loan Agreement dated as of October 15, 2014 (as the same has been or may, from time to time hereafter, be supplemented, modified or amended, the "Loan Agreement") between the Borrower and the Bank.

In order to induce the Bank to make certain loans and provide other financial accommodations to the Borrower pursuant to, and subject to the terms and conditions of, the Loan Agreement, and in order to secure the Borrower's other obligations under the Loan Agreement, the Borrower has agreed to grant to the Bank a security interest in all of the Borrower's assets, properties and rights in accordance with the terms of the Loan Agreement.

The Borrower is executing and delivering this Grant of Security Interest in Intellectual Property Rights (Trademarks) ("Agreement") for the purpose of recording with the United States Patent and Trademark Office the grant of a security interest to the Bank in the intellectual property and rights of the Borrower referred to in Section 3 below.

Accordingly, in consideration of the premises and the mutual covenants and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

SECTION 1. Definitions. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Loan Agreement.

SECTION 2. Incorporation. This Agreement is intended to supplement and not to amend or modify the Loan Agreement, the terms and provisions of which are incorporated herein by this reference as if fully set forth herein.

SECTION 3. Grant of Security Interest. In order to secure for the benefit of the Bank the full and punctual payment and performance of all of the Obligations, the Borrower hereby grants to the Bank a continuing mortgage and security interest in all of the Borrower's right (including, without limitation, the right to sue for past infringements), title and interest in and to those trademarks, registrations and applications for which registrations have been issued or applied for within the United States Patent and Trademark Office and interests under trademark license agreements (both as licensor and licensee) listed on Schedule 1 attached hereto and made

a part hereof, together with all goodwill associated therewith (collectively, the “Trademark Rights”). Upon the occurrence of an Event of Default that remains uncured for the applicable cure period as specified in the Loan Agreement, and Borrower’s receipt of a written request from the Bank, Borrower agrees to execute an assignment of the Trademark Rights to the Bank in the form attached hereto as Exhibit A.

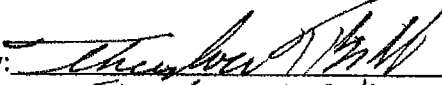
SECTION 4. Purpose. This Agreement has been executed and delivered by the Borrower for the purpose of recording with the United States Patent and Trademark Office the grant of security interest in the Trademark Rights.

SECTION 5. Binding Effect. This Agreement is binding upon the Borrower and any successor or assign permitted under the Loan Agreement and shall inure to the benefit of the Bank and its successors and assigns. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original document, and all of which shall constitute one and the same document. Receipt of an executed signature page to this Agreement by facsimile or other electronic transmission shall constitute effective delivery thereof.

[Signature Page Follows]

IN WITNESS WHEREOF, Borrower has caused this Agreement to be duly executed by its authorized officers as of the date first written above.

**PELICAN HOLDINGS GROUP, INC.,
f/k/a Pelican Wire Company, Inc.**

By: 
Name: Theodore F. Bill
Title: President

ATTEST:



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**TRADEMARK
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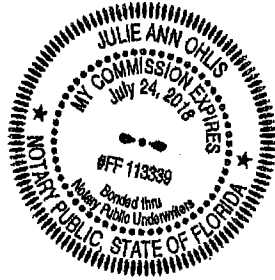
ACKNOWLEDGMENT

STATE OF FL §

COUNTY OF COLLIER §

Before me, JULIE OHLIS on this day personally appeared THEODORE BILL, the PRES, on behalf of PELICAN HOLDINGS GROUP, INC., f/k/a Pelican Wire Company, Inc. proved to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act of PELICAN HOLDINGS GROUP, INC., f/k/a Pelican Wire Company, Inc., for the purposes and consideration therein expressed.

Given under my hand and seal of office this 10 day of October, 2014.



[Signature]
Notary Public,

Printed Name: JULIE OHLIS

My Commission Expires: 7-24-18

Schedule 1

[SEE ATTACHMENT]

United States of America

United States Patent and Trademark Office



Reg. No. 3,816,966

Registered July 13, 2010

Int. Cls.: 6 and 9

TRADEMARK

PRINCIPAL REGISTER

PELICAN WIRE COMPANY, INC. (FLORIDA CORPORATION)
3650 SHAW BLVD.
NAPLES, FL 34117

FOR: WIRE; WIRE FOR USE OR APPLICATION IN THE DEFENSE/AEROSPACE, MEDICAL DEVICES, PLASTIC CUTTING MACHINES, SPECIAL HEATERS, DENTAL WORK, CERAMIC SHOPS INDUSTRIES, IN CLASS 6 (U.S. CLS. 2, 12, 13, 14, 23, 25 AND 50).

FIRST USE 12-31-1971; IN COMMERCE 12-31-1971.

FOR: WIRE, NAMELY, BARE RESISTANCE WIRES, FLOOR HEATING, NAMELY, ELECTRICAL RESISTANCE HEATING WIRES, INSULATED WIRES, NAMELY, INSULATED COPPER ELECTRICAL WIRE, AND THERMOCOUPLE WIRE, IN CLASS 9 (U.S. CLS. 21, 23, 26, 36 AND 38).

FIRST USE 12-31-1971; IN COMMERCE 12-31-1971.

THE MARK CONSISTS OF A DESIGN OF A FLYING PELICAN CARRYING A PIECE OF WIRE IN ITS BEAK.

SER. NO. 77-826,658, FILED 9-15-2009.

MARLENE BELL, EXAMINING ATTORNEY



David S. Kyros

Director of the United States Patent and Trademark Office.

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Exhibit A
Form of Assignment

WHEREAS, PELICAN HOLDINGS GROUP, INC., f/k/a Pelican Wire Company, Inc., a Florida corporation (referred to herein as the "ASSIGNOR"), having its principal place of business at 3650 Shaw Boulevard, Naples FL 34117, has adopted, used, and has been using or has had a bona fide intent to use the marks listed in the attached Schedule 1 (the "Marks"); and

WHEREAS, FIFTH THIRD BANK, an Ohio banking corporation ("ASSIGNEE"), whose address is 222 South Riverside Plaza, 30th Floor, Chicago, Illinois 60606, is entitled to an assignment of all of ASSIGNOR's right, title and interest in and to the Marks, any and all registrations and applications for registration thereof, and the goodwill of ASSIGNOR's business symbolized by the Marks pursuant to the Loan Agreement dated as of October 15, 2014, of which ASSIGNOR and ASSIGNEE are parties;

NOW, THEREFORE, for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to the fullest extent allowed by law, ASSIGNOR does hereby sell, assign, transfer and convey to ASSIGNEE all of its right, title, and interest in and to the Marks, all registrations and applications for registration thereof, all rights derived from or associated with use of the Marks by ASSIGNOR, together with the goodwill of the business symbolized by the Marks, and the right to recover for past infringement of the Marks.

Executed this _____ day of _____, _____.

**PELICAN HOLDINGS GROUP, INC.,
f/k/a Pelican Wire Company, Inc.**

By: _____
Name: _____
Title: _____