

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM322500

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Criterion Supply, Inc.		11/05/2014	CORPORATION: OREGON
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	1300 SW Fifth Avenue, Sixth Floor		
Internal Address:	MAC P6101-068		
City:	Portland		
State/Country:	OREGON		
Postal Code:	97201		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4501196	TEXT-TO-TURN	
Registration Number:	4447977	ETERNYL	
CORRESPONDENCE DATA			
Fax Number:	5039723869		
<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:	503-802-2140		
Email:	karen.bartley@tonkon.com		
Correspondent Name:	Karen Bartley		
Address Line 1:	888 SW Fifth Avenue, Suite 1600		
Address Line 4:	Portland, OREGON 97204		
NAME OF SUBMITTER:	Karen Bartley		
SIGNATURE:	/karen bartley/		
DATE SIGNED:	11/07/2014		
Total Attachments: 5			
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TRADEMARK			

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Agreement"), dated as of November 5, 2014, is made by and between Criterion Supply, Inc., an Oregon corporation (the "Company") having a business location at the address set forth below next to its signature, and Wells Fargo Bank, National Association ("Wells Fargo"), having a business location at the address set forth below next to its signature.

Recitals

A. Pursuant to the terms of that certain Security Agreement, by and between Company and Wells Fargo, dated as of the date hereof (the "Security Agreement"), Company has granted to Wells Fargo a lien and security interest in all General Intangibles of Company including, without limitation, all of Company's right, title, and interest in, to, and under all now owned and hereafter acquired Trademarks (as defined below), together with the goodwill of the business symbolized by Company's Trademarks, and Trademark licenses, and all products and proceeds thereof, to secure the payment of the Obligations.

B. As a condition to extending credit to or for the account of Company, Wells Fargo has required the execution and delivery of this Agreement by the parties hereto.

Agreement

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. Capitalized terms used herein but not defined shall have the respective meanings set forth in the Security Agreement and, if not defined therein, in that certain Credit Agreement, by and between Company and Wells Fargo, dated as of the date hereof (the "Credit Agreement"). The following terms have the meanings set forth below:

"Trademark Security Interest" has the meaning given in Section 2.

"Trademarks" means all of Company's right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, and (iv) licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit A.

2. Security Interest. Company hereby irrevocably pledges and assigns to, and grants Wells Fargo (for itself as Lender and for each Bank Product Provider) a security interest (the "Trademark Security Interest") with power of sale to the extent permitted by law, in the Trademarks to secure payment of the Obligations. As set forth in the Security Agreement, the Trademark Security Interest granted herein is granted in conjunction with the liens and security interests granted to Wells Fargo therein. The Company hereby acknowledges and affirms that

the rights and remedies of Wells Fargo with respect to the Trademark Security Interest are more fully set forth in the Loan Documents, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. This Agreement grants only the Trademark Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. Authorization to Supplement. If Company obtains rights to any new Trademarks or becomes entitled to the benefit of any Trademark application, the provisions of this Agreement shall automatically apply thereto. Without limiting Company's obligations under this Section 3, Company hereby authorizes Wells Fargo unilaterally to modify this Agreement by amending Exhibit A to include any such new Trademark rights of Company, and Wells Fargo shall deliver written notification of such amendment of Exhibit A to Company within ten (10) Business Days of such amendment. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Exhibit A or provide notice thereof to Company shall in any way affect, invalidate or detract from Wells Fargo's continuing security interest in all Collateral, whether or not listed on Exhibit A.

4. Expenses. Company shall pay all reasonable and documented out-of-pocket expenses incurred by Wells Fargo to the extent Company would be required to do so pursuant to Schedule A of the Credit Agreement.

5. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Trademark Security Agreement as of the date written above.

Criterion Supply, Inc.
4500 SE Criterion Ct., Suite 100
Milwaukie, OR 97222

CRITERION SUPPLY, INC.

By 

Name Jim Voss

Title Chief Financial Officer, Secretary and
Treasurer

Wells Fargo Bank, National Association
1300 SW Fifth Avenue, Sixth Floor
MAC P6101-068
Portland, OR 97201

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**

By _____

Name _____

Title _____

Attention: Relationship Manager (Criterion
Supply)

[Signature Page to Trademark Security Agreement]

**TRADEMARK
REEL: 005396 FRAME: 0387**

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Criterion Supply, Inc.
4500 SE Criterion Ct., Suite 100
Milwaukie, OR 97222

CRITERION SUPPLY, INC.

By _____

Name Jim Voss

Title Chief Financial Officer, Secretary and
Treasurer

Wells Fargo Bank, National Association
1300 SW Fifth Avenue, Sixth Floor
MAC P6101-068
Portland, OR 97201

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**

By 

Name Gill Elman

Title V.P.

Attention: Relationship Manager (Criterion
Supply)

[Signature Page to Trademark Security Agreement]

**TRADEMARK
REEL: 005396 FRAME: 0388**

EXHIBIT A

**UNITED STATES ISSUED TRADEMARKS,
SERVICE MARKS AND COLLECTIVE MEMBERSHIP MARKS**

REGISTRATIONS

Mark	Registration Number	Registration Date
TEXT-TO-TURN	4501196	March 25, 2014
ETERNYL	4447977	December 10, 2013

APPLICATIONS

None		

COLLECTIVE MEMBERSHIP MARKS

None			

UNREGISTERED

None			

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