TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM337579

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
East West Manufacturing, LLC		04/03/2015	LIMITED LIABILITY COMPANY: GEORGIA

RECEIVING PARTY DATA

Name:	Regions Bank
Street Address:	1180 W. Peachtree Street, NW, Suite 1000
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30309
Entity Type:	an Alabama bank: ALABAMA

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	4221598	EAST WEST MANUFACTURING
Registration Number:	3940271	DOMESTIC OFFSHORE MANUFACTURING
Registration Number:	3116856	EW MOTORS
Registration Number:	3376662	CONTAINER WIZARD

CORRESPONDENCE DATA

Fax Number: 4045228409

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.

Phone: 404-420-5527 Email: rjk@phrd.com

Correspondent Name: Rhonda J. Kenyeri, Paralegal -- PHR&D

Address Line 1: 285 Peachtree Center Avenue

Address Line 2: **Suite 1500**

Address Line 4: Atlanta, GEORGIA 30303

ATTORNEY DOCKET NUMBER:	3717-317
NAME OF SUBMITTER:	Bobbi Accord Nolan
SIGNATURE:	/ban/
DATE SIGNED:	04/07/2015

Total Attachments: 4

TRADEMARK REEL: 005494 FRAME: 0140



TRADEMARK REEL: 005494 FRAME: 0141

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "<u>Agreement</u>") dated as of April 3, 2015 by and between **EAST WEST MANUFACTURING, LLC**, a Georgia limited liability company (the "<u>Grantor</u>"), having its chief executive office at 4170 Ashford Dunwoody Road, Suite 375, Atlanta, Georgia 30319, and **REGIONS BANK**, an Alabama bank, as lender (in such capacity, together with its successors and assigns in such capacity, the "<u>Lender</u>"), with offices at 1180 W. Peachtree Street, N.W., Suite 1000, Atlanta, Georgia 30309.

This Agreement is executed pursuant to the terms of the Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") by and between Grantor and Lender. Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Loan Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Lender a continuing security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

- (a) all trademarks, trademark registrations, trade names and trademark applications, including, without limitation, the trademarks and applications listed on <u>Schedule A</u> attached hereto and made a part hereof (as the same may be amended from time to time), and (i) all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trademark registrations, trade names and applications, together with the items described in clauses (i)-(iv), collectively, the "<u>Trademarks</u>");
- (b) the goodwill of the Grantor's business connected with and symbolized by the Trademarks; and
 - (c) all products and proceeds of the foregoing.

The rights and remedies of the Lender with respect to the security interest granted herein are without prejudice to, and are in addition to, those set forth in the Loan Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Loan Agreement, the provisions of the Loan Agreement shall govern.

This Agreement may be executed in any number of counterparts and by different parties to this Agreement on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any manually executed signature page to this Agreement delivered by a party by facsimile or other electronic transmission shall be deemed to be an original signature hereto.

This Agreement shall be governed by and construed in accordance with the internal laws of the State of Georgia.

[Remainder of page intentionally left blank; signatures appear on the following pages.]

TRADEMARK REEL: 005494 FRAME: 0142

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

EAST WEST MANUFACTURING, LLC, as Grantor

Name: Scott Ellyson
Title: Chief Executive Officer

[Signatures continue on the following page.]

Agreed and Accepted as of the date first above written.

REGIONS BANK, as Lender

Name: Brian M. Howard

Title: Vice President

Schedule A to Trademark Security Agreement

TRADEMARKS

<u>Grantor</u>	<u>Trademark</u>	Country	Registration No.	Registration Date
East West Manufacturing, LLC	East West Manufacturing	USA	4,221,598	October 9, 2012
East West Manufacturing, LLC	Domestic Offshore Manufacturing	USA	3,940,271	April 5, 2011
East West Manufacturing, LLC	EW Motors	USA	3,116,856	July 18, 2006
East West Manufacturing, LLC Container Wizard	Container Wizard	USA	3,376,662	January 29, 2008

TRADEMARK
RECORDED: 04/07/2015 REEL: 005494 FRAME: 0145