

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM378322

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Amendment No.1 to Trademark Collateral Assignment and Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Foss Manufacturing Company, LLC		03/28/2016	Limited Liability Company: NEVADA
RECEIVING PARTY DATA			
Name:	Wells Fargo Capital Finance, LLC		
Street Address:	110 E. Broward Bld., Suite 2050		
City:	Fort Lauderdale		
State/Country:	FLORIDA		
Postal Code:	33301		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	4488924	DURA-LOCK	
Registration Number:	4269430	EARTHSENSE	
Registration Number:	3706334	ECO-FI	
Registration Number:	4329731	FOSS	
Registration Number:	4259567	FOSSHIELD	
Registration Number:	4755498	SMART TRANSFORMATIONS	
Serial Number:	86435614	ECO-FI PLUS	
Serial Number:	86452358	ECORUG	
Serial Number:	86418618	NATURION	
Serial Number:	86446857	SELECT ELEMENTS	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	michael.barys@thomsonreuters.com		
Correspondent Name:	Susan O'Brien		
Address Line 1:	187 Wolf Road, Suite 101		
Address Line 2:	CT Lien Solutions		

OP \$265.00 4488924

Address Line 4: Albany, NEW YORK 12205

NAME OF SUBMITTER: Joanne BL Arnold

SIGNATURE: /Joanne Arnold/

DATE SIGNED: 03/29/2016

Total Attachments: 6

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AMENDMENT NO. 1 TO
TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

AMENDMENT NO. 1 TO TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT (this "Amendment"), made as of March 28, 2016, by and between WELLS FARGO CAPITAL FINANCE, LLC, a Delaware limited liability company, successor by merger to Wachovia Capital Finance Corporation (New England), a Massachusetts corporation ("Secured Party"), and FOSS MANUFACTURING COMPANY, LLC, a Nevada limited liability company with its chief executive office at 11 Merrill Industrial Drive, Hampton, New Hampshire 03842-5000 ("Debtor"). Unless otherwise defined herein, all capitalized terms used herein which are not defined shall have the meanings given to such terms in the Trademark Security Agreement (as defined below).

W I T N E S S E T H:

WHEREAS, Debtor and Secured Party are parties to the Trademark Collateral Assignment and Security Agreement, dated July 1, 2009 (as amended hereby and as the same may hereafter be further amended, modified, supplemented, extended, renewed, restated or replaced, the "Trademark Security Agreement") and recorded with the Trademark Division of the United States Patent and Trademark Office on July 7, 2009 at Reel/Frame 004018/0234;

WHEREAS, pursuant to the Trademark Security Agreement, Debtor has, among other things, granted to Secured Party a security interest in all present and future Trademarks and Trademark applications of Debtor, together with certain related assets, and has agreed to execute and deliver to Secured Party all agreements and documents as requested by Secured Party to evidence the security interests of Secured Party therein;

WHEREAS, Debtor has adopted, used and is using, and is the owner of the entire right, title, and interest in and to the additional trademarks, trade names, trade styles, terms, service marks, designs and applications therefor and internet domain names registered or filed with the United States Patent and Trademark Office described in Schedule I hereto and made a part hereof (collectively, the "Additional Trademarks"); and

WHEREAS, Debtor is obligated to grant a security interest in and pledge all such Additional Trademarks and Additional Trademark Collateral (as hereinafter defined) to Secured Party, as provided by the terms and conditions of the Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor and Secured Party hereby agree as follows:

I. Amendment to Trademark Security Agreement.

(a) Without limiting any of the Collateral otherwise described in the Trademark Security Agreement, Schedule I to the Trademark Security Agreement is hereby amended to include, in addition and not by way of limitation, the Additional Trademark Collateral (as hereinafter defined) consisting of the Additional Trademarks and other trademark collateral related thereto (such Additional Trademarks and other trademark collateral related thereto being referred to herein as the "Additional Trademark Collateral").

(b) All references to the term "Collateral" in the Trademark Security Agreement shall be deemed and each such reference is hereby amended to include, in addition and not in limitation, all of the Additional Trademark Collateral and the other assets described in Section 2 of this Amendment.

2. Confirmation of Grant of Security Interest. Without limiting the grant of the security interest to Secured Party set forth in Section 2 of the Trademark Security Agreement or any other provisions thereof, Debtor hereby confirms, reaffirms and restates its prior grant of Collateral to Secured Party, and hereby grants to Secured Party a continuing security interest in and a general lien upon the Additional Trademark Collateral.

3. Representations, Warranties and Covenants. All of the representations, warranties and covenants with respect to the Collateral set forth in the Trademark Security Agreement shall apply to the Additional Trademark Collateral and other assets described in Section 2 of this Amendment.

4. Effect of this Amendment. Except as expressly amended pursuant hereto, no other changes or modifications to the Trademark Security Agreement or waivers of or consents under any provisions thereof are intended or implied, and in all other respects the Trademark Security Agreement is hereby specifically ratified, restated, and confirmed by all parties hereto as of the effective date hereof. To the extent any term or provision of this Amendment conflicts with any term or provision of the Credit Agreement, the term or provision of the Credit Agreement shall control.

5. Counterparts. This Amendment may be executed in any number of counterparts, but all of such counterparts shall together constitute but one and the same agreement. In making proof of this Amendment, it shall not be necessary to produce or account for more than one counterpart thereof signed by each of the parties hereto. This Amendment may be delivered by telecopier or other method of electronic transmission with the same force and effect as if it were a manually executed and delivered counterpart.

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Amendment as of the day and year first above written.

FOSS MANUFACTURING COMPANY, LLC,
as Debtor

By: Paul Koroski
Name: Paul Koroski
Title: Treasurer

WELLS FARGO CAPITAL FINANCE, LLC,
as Secured Party

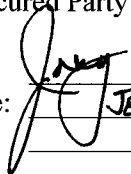
By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Amendment as of the day and year first above written.

FOSS MANUFACTURING COMPANY, LLC,
as Debtor

By: _____
Name: _____
Title: _____

WELLS FARGO CAPITAL FINANCE, LLC,
as Secured Party

By: 
Name: Josephine Norris
Title: VP

SCHEDULE 1
TO
AMENDMENT NO. 1 TO
TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

List of Trademarks

<u>Trademark</u>	<u>Country</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Expiration Date</u>
DURA-LOCK	USA	4488924	February 25, 2014	February 25, 2020
EARTHSENSE	USA	4269430	January 1, 2013	January 1, 2019
ECO-FI	Canada	TMA779871	October 15, 2010	October 15, 2025
ECO-FI	USA	3706334	November 3, 2009	November 3, 2015 ¹
FOSS	USA	4329731	May 7, 2013	May 7, 2019
FOSS MANUFACTURING NON-WOVEN	New Hampshire	NH383432	August 8, 2001	
FOSSHIELD	Argentina	2694183	November 12, 2014	February 16, 2024
FOSSSHIELD	USA	4259567	December 18, 2012	December 18, 2018
SMART TRANSFORMATIONS	USA	4755498	June 16, 2015	June 16, 2021

List of Trademark Applications

<u>Trademark</u>	<u>Country</u>	<u>Application Number</u>	<u>Application Date</u>
ECO-FI PLUS	USA	86435614	October 27, 2014
ECORUG	USA	86452358	November 12, 2014
NATURION	USA	86418618	October 8, 2014
SELECT ELEMENTS	USA	86446857	November 6, 2014

¹ Grace Period ends May 3, 2016.