

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM381310

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Old World Industries LLC		03/31/2016	Limited Liability Company: ILLINOIS
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	10 South Wacker Drive		
Internal Address:	16th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3984350	VICTORY BLUE	
CORRESPONDENCE DATA			
Fax Number:	2125086101		
<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:	(212) 508-6162		
Email:	mary.kearney@bracewelllaw.com		
Correspondent Name:	Joel Schaider		
Address Line 1:	10 South Wacker Drive		
Address Line 2:	Reed Smith, LLP		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	064228.000035		
NAME OF SUBMITTER:	Theano Manolopoulou		
SIGNATURE:	/Theano Manolopoulou/		
DATE SIGNED:	04/20/2016		
Total Attachments: 4			
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GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, OLD WORLD INDUSTRIES, LLC, an Illinois limited liability company (“Grantor”), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, pursuant to that certain Second Amended and Restated Credit Agreement dated as of August 13, 2015 (as it may hereafter be amended, restated, supplemented or otherwise modified from time to time, being the “Credit Agreement”) by and among Wells Fargo Bank, National Association, a national banking association, with a place of business located at 10 South Wacker Drive, 16th Floor, Chicago, IL 60606, individually as a Lender and as administrative agent (in such capacity, “Administrative Agent”) for itself and all other Lenders from time to time a party thereto (“Lenders”), all other Lenders, Old World Industries Holdings, LLC, an Illinois limited liability company (“Holdings”), Old World Industries, LLC, an Illinois limited liability company (“Old World Industries”), Old World Global, LLC, an Illinois limited liability company (“Old World Global”) and Old World Sanders Road, LLC, an Illinois limited liability company (“Old World Sanders Road” and together with Holdings, Old World Industries and Old World Global, “Borrowers”, and each a “Borrower”), Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Borrowers. Each term used herein but not otherwise defined herein shall have the meaning assigned to such term in the Credit Agreement; and

WHEREAS, Borrowers may from time to time enter, or may from time to time have entered, into one or more Hedge Agreement with one or more Hedge Bank or one or more Cash Management Agreement with one or more Cash Management Bank; and

WHEREAS, pursuant to the terms of a Second Amended and Restated Security Agreement dated as of August 13, 2015 (said Second Amended and Restated Security Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the “Security Agreement”), among Grantor, Administrative Agent and the other grantors named therein, Grantor has created in favor of Administrative Agent a security interest in, and Administrative Agent has become a secured creditor with respect to, the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to Administrative Agent pursuant to the Security Agreement, Grantor hereby grants to Administrative Agent a security interest in all of Grantor’s right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the “Trademark Collateral”):

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to the trademarks owned by Grantor as set forth on Schedule A (collectively, the “Trademarks”); and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Administrative Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest,

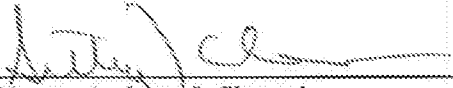
the term "proceeds" includes whatever is receivable or received when Trademark Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of March 31, 2016.

OLD WORLD INDUSTRIES, LLC

By: 
Name: Anthony J. Clesceri
Title: Treasurer

**SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST**

Owner	Trademark/Description	Registration/ Application No.	Registration/ Appl. Date
Old World Industries, LLC.	Victory Blue	3,984,350	June 28, 2011