

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM386750

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EdgeCraft Corporation		06/02/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Northport TRS, LLC, as Collateral Agent		
Street Address:	712 5th Avenue, 12th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 81			
Property Type	Number	Word Mark	
Registration Number:	1811420	10X	
Registration Number:	2721586	90	
Registration Number:	3754724	A PASSION TO CREATE THE WORLD'S BEST	
Registration Number:	3492591	ACCU STEEL	
Registration Number:	4803888	ANGLESELECT	
Registration Number:	3766644	ANGLESELECT	
Registration Number:	2010197	BILEVEL	
Registration Number:	2195507	CHEF'SCHOICE	
Registration Number:	1896687	CHEF'SCHOICE	
Registration Number:	1887761	CHEF'SCHOICE	
Registration Number:	2003411	CHEF'SCHOICE	
Registration Number:	2527945	CHEF'SCHOICE CUTLERY	
Registration Number:	2863032	CHEF'SCHOICE	
Registration Number:	2425064	CHEF'SCHOICE	
Registration Number:	4743507	CHEF'SCHOICE	
Registration Number:	4692733	CHEF'SCHOICE	
Registration Number:	2178449	CHEF'SCHOICE	
Registration Number:	1441039	CHEF'SCHOICE	
Registration Number:	2101505	CHEF'SCHOICE	

CH \$2040.00 1811420

Property Type	Number	Word Mark
Registration Number:	1767499	CHEF'SCHOICE
Registration Number:	4175260	CHEF'SCHOICE
Registration Number:	3237489	CHEF'SCHOICE
Registration Number:	4500772	CHEF'SCHOICE
Registration Number:	4184456	CRISSCROSS
Registration Number:	2290515	CRYSTAL CRAFTER
Registration Number:	1723261	DIAMOND HONE
Registration Number:	3111637	DIAMOND HONE
Registration Number:	3036095	DIAMOND STROP
Registration Number:	4562140	DIAMOND ULTRAHONE
Registration Number:	2135689	EDGE CRAFT
Registration Number:	4261389	EDGE CRAFT
Registration Number:	1678267	EDGE CRAFT
Registration Number:	2810653	EDGE CRAFT WORLD LEADER IN CUTTING EDGE T
Registration Number:	1870338	EDGE CRAFTER
Registration Number:	1832619	EDGE CRAFTER
Registration Number:	1831107	EDGE CRAFTER DIAMOND HONE SET
Registration Number:	2625106	EDGESELECT
Registration Number:	2997101	
Registration Number:	3000920	
Registration Number:	2105312	
Registration Number:	1738032	
Registration Number:	3237126	EXACT-V
Registration Number:	2631831	EXPRESS 90
Registration Number:	2654946	FLEX HONE/STROP
Registration Number:	2623785	FRENCH PRESS-PLUS
Registration Number:	3859522	HYBRID
Registration Number:	4864576	KEEPHOT
Registration Number:	2656610	MAGNELOK
Registration Number:	4553553	MARINE SHARPENING STATION
Registration Number:	2105459	ORBITING DIAMONDS
Registration Number:	4685488	PETITEPIE
Registration Number:	2625105	PIZZELLEPRO
Registration Number:	3237124	POWER COOLING
Registration Number:	2949475	POWER STEEL
Registration Number:	3302390	PROFESSIONAL SHARPENING STATION
Registration Number:	3964047	PRONTO
Registration Number:	2625107	QUAD

Property Type	Number	Word Mark
Registration Number:	1739466	SCISSORPRO
Registration Number:	3997754	SHARP STEEL-N-STROP
Registration Number:	2647366	SHARP-N-HONE
Registration Number:	3127699	SHARP-N-STEEL
Registration Number:	3223469	SHARP-N-STEEL
Registration Number:	4439365	SHARP-N-STROP
Registration Number:	3237130	SKILLFREE
Registration Number:	3237132	SKILLFREE
Registration Number:	3589400	SMARTKETTLE
Registration Number:	3046988	STEELPRO
Registration Number:	2618342	TASTE/TEXTURE SELECT
Registration Number:	2332416	TEAMATE
Registration Number:	3752302	THE MANUAL SHARPENER THAT REALLY WORKS
Registration Number:	3990606	TOSCANO
Registration Number:	1738031	TRIZOR
Registration Number:	2103336	TRIZOR
Registration Number:	3888572	TRIZOR XV
Registration Number:	3036094	ULTRA STROP
Registration Number:	4881847	ULTRAHONE
Registration Number:	3492590	ULTRA STEEL
Registration Number:	3237125	VARITILT
Registration Number:	2396438	WAFFLEPRO
Registration Number:	2838587	WAFFLEPRO EXPRESS BAKE
Serial Number:	86531420	XTREME

CORRESPONDENCE DATA

Fax Number: 6175269899

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: 6175269628

Email: cslattery@proskauer.com

Correspondent Name: Christine Slattery

Address Line 1: Proskauer Rose LLP

Address Line 2: One International Place

Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER: 51683/014

NAME OF SUBMITTER: Christine Slattery

SIGNATURE: /Christine Slattery/

DATE SIGNED: 06/06/2016

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of this 2 day of June, 2016, among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and NORTHPORT TRS, LLC, a Delaware limited liability company, ("Northport"), in its capacity as collateral agent (together with its successors and assigns in such capacity, the "Collateral Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Term Loan and Security Agreement dated as of June 2, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Loan Agreement") among GREENFIELD WORLD TRADE, INC., a Florida corporation (the "Borrower"), the other Credit Parties from time to time party thereto, the lenders from time to time party thereto (the "Lenders"), and Northport in its capacity as administrative agent (together with its successors and assigns in such capacity, "Administrative Agent") and Collateral Agent (together with Administrative Agent and the Lenders, collectively, the "Secured Parties"), the Lenders agreed to make certain financial accommodations available to the Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, pursuant to the Loan Agreement, Grantors are required to execute and deliver to Collateral Agent, for the benefit of the Secured Parties, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in and to and Lien on all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of such Grantor's common law trademarks, trademark applications, trademark registrations, service marks, trade names and associated goodwill (collectively, "Trademarks"), and licenses for any of the foregoing ("Licenses"), including those referred to on Schedule I hereto;

(b) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement or dilution of any Trademark or any Trademark licensed under any License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secure the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Collateral Agent, the Secured Parties or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

4. LOAN AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Collateral Agent, for the benefit of the Secured Parties, pursuant to the Loan Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new Trademarks or Licenses for Trademarks, this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Collateral Agent with respect to any such new Trademarks or Licenses for Trademarks. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Collateral Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new Trademarks or Licenses for Trademarks of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Collateral Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security 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. In proving this Trademark Security Agreement or any Other Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any Other Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any Other Document refer to this Trademark Security Agreement or such Other Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such Other Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any Other Document to any agreement, instrument, or document shall

include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any Other Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Loan Agreement) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

8. GOVERNING LAW; WAIVER OF JURY TRIAL. This Trademark Security Agreement and all matters relating hereto or arising herefrom (whether arising under contract law, tort law or otherwise) shall, in accordance with Section 5-1401 of the General Obligations Law of the State of New York, be governed by and construed in accordance with the laws of the State of New York, without regard to any conflict of laws principles which would have the effect of applying the laws of any other jurisdiction. Any judicial proceeding brought by or against any Grantor with respect to any of the Obligations, this Trademark Security Agreement, the Loan Agreement, the Other Documents or any related agreement may be brought in any court of competent jurisdiction in the State of New York, United States of America, and, by execution and delivery of this Trademark Security Agreement, each Grantor accepts for itself and in connection with its properties, generally and unconditionally, the non-exclusive jurisdiction of the aforesaid courts, and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Agreement. Each Grantor waives any objection to jurisdiction and venue of any action instituted hereunder and shall not assert any defense based on lack of jurisdiction or venue or based upon forum non conveniens. **THE GRANTOR, THE COLLATERAL AGENT AND THE SECURED PARTIES EACH HEREBY WAIVES ALL RIGHTS TO A TRIAL BY JURY IN CONNECTION WITH ANY ACTION, SUIT OR OTHER PROCEEDING ARISING OUT OF THIS TRADEMARK SECURITY AGREEMENT.**

9. OTHER DOCUMENT. This Trademark Security Agreement is an Other Document for all purposes under the Loan Agreement.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.


GRANTOR:

EDGECRAFT CORPORATION,
a Delaware corporation

By: _____

Name: O. Neal Asbury

Title: President

A handwritten signature in black ink, appearing to read "O. Neal Asbury", is written over a horizontal line. The signature is cursive and somewhat stylized.

[Signature Page to Trademark Security Agreement (Edgecraft)]

TRADEMARK
REEL: 005807 FRAME: 0832

ACCEPTED AND
ACKNOWLEDGED BY

NORTHPORT TRS, LLC,
as Collateral Agent

By: 

Name: Jeffrey Blomstrom

Title: SVP

[Signature Page to Trademark Security Agreement (Edgecraft)]

TRADEMARK
REEL: 005807 FRAME: 0833

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Registered Trademarks

Country	Trademark	Status	Ser. No.	Filing Date	Reg. No.	Reg. Date
United States of America	10X	Registered	74/130482	14-Jan-91	1811420	14-Dec-93
United States of America	90 & Design	Registered	78/153873	13-Aug-02	2721586	3-Jun-03
United States of America	A PASSION TO CREATE THE WORLD'S BEST	Registered	77/804010	13-Aug-09	3754724	2-Mar-10
United States of America	ACCUSTEEL	Registered	78/418337	13-May-04	3492591	26-Aug-08
United States of America	ANGLESELECT	Registered	86/516795	28-Jan-15	4803888	1-Sep-15
United States of America	ANGLESELECT	Registered	77/784629	20-Jul-09	3766644	30-Mar-10
United States of America	BILEVEL	Registered	75/028323	6-Dec-95	2010197	22-Oct-96
United States of America	CHEF'S CHOICE	Registered	75/335504	4-Aug-97	2195507	13-Oct-98
United States of America	CHEF'S CHOICE	Registered	74/165820	13-May-91	1896687	30-May-95
United States of America	CHEF'S CHOICE	Registered	74/400350	11-Jun-93	1887761	4-Apr-95
United States of America	CHEF'S CHOICE	Registered	74/498956	10-Mar-94	2003411	24-Sep-96
United States of America	CHEF'S CHOICE CUTLERY	Registered	75/618462	11-Jan-99	2527945	8-Jan-02
United States of America	CHEF'SCHOICE	Registered	75/933341	2-Mar-00	2863032	13-Jul-04
United States of America	CHEF'SCHOICE	Registered	75/886914	4-Jan-00	2425064	30-Jan-01
United States of America	CHEF'SCHOICE	Registered	86/418934	9-Oct-14	4743507	26-May-15
United States of America	CHEF'SCHOICE	Registered	85/472096	14-Nov-11	4692733	24-Feb-15
United States of America	CHEF'SCHOICE	Registered	75/323084	11-Jul-97	2178449	4-Aug-98
United States of America	CHEF'SCHOICE	Registered	73/578806	21-Jan-86	1441039	2-Jun-87
United States of America	CHEF'SCHOICE	Registered	75/178252	7-Oct-96	2101505	30-Sep-97
United States of America	CHEF'SCHOICE	Registered	74/265137	13-Apr-92	1767499	27-Apr-93

United States of America	CHEF'SCHOICE	Registered	85/476953	18-Nov-11	4175260	17-Jul-12
United States of America	CHEF'SCHOICE	Registered	78/965807	1-Sep-06	3237489	1-May-07
United States of America	CHEF'SCHOICE	Registered	85/934134	16-May-13	4500772	25-Mar-14
United States of America	CRISSCROSS	Registered	77/947690	1-Mar-10	4184456	31-Jul-12
United States of America	CRYSTAL CRAFTER	Registered	75/397365	28-Nov-97	2290515	2-Nov-99
United States of America	DIAMOND HONE	Registered	74/111137	31-Oct-90	1723261	13-Oct-92
United States of America	DIAMOND HONE	Registered	78/626619	10-May-05	3111637	4-Jul-06
United States of America	DIAMOND STROP	Registered	76/217876	1-Mar-01	3036095	27-Dec-05
United States of America	DIAMOND ULTRAHONE	Registered	85/630385	21-May-12	4562140	8-Jul-14
United States of America	EDGECRAFT	Registered	75/234466	31-Jan-97	2135689	10-Feb-98
United States of America	EDGECRAFT	Registered	85/614939	2-May-12	4261389	18-Dec-12
United States of America	EDGECRAFT	Registered	74/116285	19-Nov-90	1678267	10-Mar-92
United States of America	EDGECRAFT WORLD LEADER IN CUTTING EDGE TECHNOLOGY	Registered	78/218222	24-Feb-03	2810653	3-Feb-04
United States of America	EDGECRAFTER	Registered	74/341474	21-Dec-92	1870338	27-Dec-94
United States of America	EDGECRAFTER	Registered	74/415497	19-Jul-93	1832619	26-Apr-94
United States of America	EDGECRAFTER DIAMOND HONE SET	Registered	74/414704	20-Jul-93	1831107	19-Apr-94
United States of America	EDGESELECT	Registered	78/064218	17-May-01	2625106	24-Sep-02
United States of America	Electric Knife Sharpener Design	Registered	78/345921	29-Dec-03	2997101	20-Sep-05
United States of America	Electric Knife Sharpener Design	Registered	78/345909	29-Dec-03	3000920	27-Sep-05
United States of America	Electric Knife Sharpener Design (geometric)	Registered	75/178257	7-Oct-96	2105312	14-Oct-97

United States of America	Electric Knife Sharpener Design (geometric)	Registered	74/265138	13-Apr-92	1738032	8-Dec-92
United States of America	EXACT-V	Registered	78/917874	27-Jun-06	3237126	1-May-07
United States of America	EXPRESS 90	Registered	78/064200	17-May-01	2631831	8-Oct-02
United States of America	FLEX HONE/STROP	Registered	76/217877	1-Mar-01	2654946	26-Nov-02
United States of America	FRENCH PRESS-PLUS	Registered	76/210804	15-Feb-01	2623785	24-Sep-02
United States of America	HYBRID	Registered	77/896991	18-Dec-09	3859522	12-Oct-10
United States of America	KEEPHOT	Registered	86/540023	19-Feb-15	4864576	1-Dec-15
United States of America	MAGNELOCK	Registered	78/064226	17-May-01	2656610	3-Dec-02
United States of America	MARINE SHARPENING STATION	Registered	86/031144	7-Aug-13	4553553	17-Jun-14
United States of America	ORBITING DIAMONDS	Registered	75/186936	24-Oct-96	2105459	14-Oct-97
United States of America	PETITEPIE	Registered	86/019633	25-Jul-13	4685488	10-Feb-15
United States of America	PIZZELLEPRO	Registered	78/064210	17-May-01	2625105	24-Sep-02
United States of America	POWER COOLING	Registered	78/917839	27-Jun-06	3237124	1-May-07
United States of America	POWER STEEL	Registered	78/076169	27-Jul-01	2949475	10-May-05
United States of America	PROFESSIONAL SHARPENING STATION	Registered	78/917809	27-Jun-06	3302390	2-Oct-07
United States of America	PRONTO	Registered	77/784599	20-Jul-09	3964047	24-May-11
United States of America	QUAD	Registered	78/064220	17-May-01	2625107	24-Sep-02
United States of America	SCISSORPRO	Registered	74/235676	7-Jan-92	1739466	15-Dec-92
United States of America	SHARP STEEL-N-STROP	Registered	85/207426	29-Dec-10	3997754	19-Jul-11
United States of America	SHARP-N-HONE	Registered	78/076178	27-Jul-01	2647366	5-Nov-02
United States of America	SHARP-N-STEEL	Registered	78/418227	13-May-04	3127699	8-Aug-06
United States of America	SHARP-N-STEEL	Registered	78/594185	24-Mar-05	3223469	27-Mar-07

United States of America	SHARP-N-STROP	Registered	85/889823	28-Mar-13	4439365	26-Nov-13
United States of America	SKILLFREE	Registered	78/918012	27-Jun-06	3237130	1-May-07
United States of America	SKILLFREE & Design	Registered	78/918032	27-Jun-06	3237132	1-May-07
United States of America	SMARTKETTLE	Registered	77/512682	1-Jul-08	3589400	10-Mar-09
United States of America	STEELPRO	Registered	78/418251	13-May-04	3046988	17-Jan-06
United States of America	TASTE-TEXTURE SELECT	Registered	78/064223	17-May-01	2618342	10-Sep-02
United States of America	TEAMATE	Registered	75/679297	9-Apr-99	2332416	21-Mar-00
United States of America	THE MANUAL SHARPENER THAT REALLY WORKS	Registered	77/801937	11-Aug-09	3752302	23-Feb-10
United States of America	TOSCANO	Registered	77/784619	20-Jul-09	3990606	5-Jul-11
United States of America	TRIZOR	Registered	74/265076	13-Apr-92	1738031	8-Dec-92
United States of America	TRIZOR	Registered	75/178256	7-Oct-96	2103336	7-Oct-97
United States of America	TRIZOR XV	Registered	77/784589	20-Jul-09	3888572	14-Dec-10
United States of America	ULTRA STROP	Registered	76/217875	1-Mar-01	3036094	27-Dec-05
United States of America	ULTRAHONE	Registered	85/635914	25-May-12	4881847	5-Jan-16
United States of America	ULTRASTEEL	Registered	78/418314	13-May-04	3492590	26-Aug-08
United States of America	VARITILT	Registered	78/917850	27-Jun-06	3237125	1-May-07
United States of America	WAFFLEPRO	Registered	75/617706	11-Jan-99	2396438	17-Oct-00
United States of America	WAFFLEPRO EXPRESS BAKE	Registered	78/207494	27-Jan-03	2838587	4-May-04

Pending Trademark Applications

Country	Trademark	Status	Ser. No.	Filing Date	Reg. No.	Reg. Date
United States of America	XTREME	Pending	86/531420	11-Feb-15		