

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM386926

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GREENFIELD WORLD TRADE, INC.		06/02/2016	Corporation: FLORIDA
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: 37			
Property Type	Number	Word Mark	
Registration Number:	1300215	TOP-LOOSE	
Registration Number:	1591725	ZEROLON	
Registration Number:	2097893	ZEROLL	
Registration Number:	3550854	ZELATO	
Registration Number:	3533799		
Registration Number:	4032244	USSENTIALS	
Registration Number:	3806127	MAXX COLD	
Registration Number:	3809616	THE LEGACY COMPANIES	
Registration Number:	783613	BLAKESLEE	
Registration Number:	4156766	B	
Registration Number:	3176154	EXCALIBUR	
Registration Number:	3253243	PARAFLEXX	
Registration Number:	3444100	BARTEC	
Registration Number:	3452393	MAXXIMUM	
Registration Number:	3460701	DEER	
Registration Number:	1844118	OMEGA	
Registration Number:	2339722		
Registration Number:	2330792		
Registration Number:	1511522	GENERAL	
TRADEMARK			

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Property Type	Number	Word Mark
Registration Number:	604422	GENERAL
Registration Number:	3478943	GREENFIELD WORLDTRADE
Registration Number:	4630077	LOW SPEED JUICING SYSTEM
Registration Number:	4767898	NUTRITION SYSTEM
Registration Number:	4713407	OMEGA LOW SPEED JUICING SYSTEM
Registration Number:	4719163	EXCALIBUR
Registration Number:	1676677	ULTRA CLEAN
Registration Number:	1478543	DOL-FYN
Registration Number:	2076382	DOVE
Registration Number:	2845117	NAUTILUS
Registration Number:	4931933	EZDRY BY EXCALIBUR
Registration Number:	1603805	BEVLES
Registration Number:	1091769	TENDER TOUCH
Registration Number:	1602326	TRANSI-TRAY
Serial Number:	86875331	ME-GO
Serial Number:	85905437	OMEGA JUICE CUBE
Serial Number:	86875735	JUICE CUBE
Serial Number:	86875760	O-ME-GO

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:	06/07/2016

Total Attachments: 8

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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:

GREENFIELD WORLD TRADE, INC.,
a Florida corporation

By: _____

Name: O. Neal Ashbury

Title: President

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

[Signature Page to Trademark Security Agreement (Greenfield)]

TRADEMARK
REEL: 005807 FRAME: 0987

ACCEPTED AND
ACKNOWLEDGED BY

NORTHPORT TRS, LLC,
as Collateral Agent

By: 

Name: Jeffrey Blomstrom

Title: SVP

[Signature Page to Trademark Security Agreement (Greenfield)]

TRADEMARK
REEL: 005807 FRAME: 0988

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Registered Trademarks

Country	Trademark	Owner	Status	App. No./Reg. No.	Filed	Issued
USA	TOP-LOOSE	Greenfield World Trade, Inc.	Registered	1,300,215	1/24/1983	10/16/1984
USA	ZEROLON	Greenfield World Trade, Inc.	Registered	1,591,725	7/12/1989	4/17/1990
USA	ZEROLL	Greenfield World Trade, Inc.	Registered	2,097,893	11/21/1996	9/16/1997
USA	ZELATO	Greenfield World Trade, Inc.	Registered	3,550,854	3/26/2007	12/23/2008
USA	SCOOP DESIGN	Greenfield World Trade, Inc.	Registered	3,533,799	4/9/2008	11/18/2008
USA	USSENTIALS	Greenfield World Trade, Inc.	Registered	4,032,244	1/22/2010	9/27/2011
USA	MAXX COLD AND DESIGN	Greenfield World Trade, Inc.	Registered	3,806,127	9/29/2009	6/22/2010
USA	THE LEGACY COMPANIES AND DESIGN	Greenfield World Trade, Inc.	Registered	3,809,616	8/10/2009	6/29/2010
USA	BLAKESLEE	Greenfield World Trade, Inc.	Registered	783,613	6/30/1964	1/19/1965
USA	B (STYLIZED)	Greenfield World Trade, Inc.	Registered	4,156,766	5/27/2011	6/12/2012
USA	EXCALIBUR (stylized)	Greenfield World Trade, Inc.	Registered	3,176,154	3/18/2005	11/28/2006
USA	PARAFLEXX	Greenfield World Trade, Inc.	Registered	3,253,243	2/6/2006	6/19/2007
USA	BARTEC and Design	Greenfield World Trade, Inc.	Registered	3,444,100	6/13/2007	6/10/2008
USA	MAXXIMUM and Design	Greenfield World Trade, Inc.	Registered	3,452,393	6/7/2007	6/24/2008
USA	DEER and Design	Greenfield World Trade, Inc.	Registered	3,460,701	6/13/2007	7/8/2008

USA	OMEGA	Greenfield World Trade, Inc.	Registered	1,844,118	8/17/1993	7/12/1994
USA	DESIGN ONLY (JUICER BASE)	Greenfield World Trade, Inc.	Registered	2,339,722	2/23/1998	4/11/2000
USA	DESIGN ONLY (JUICER UNIT)	Greenfield World Trade, Inc.	Registered	2,330,792	2/23/1998	3/21/2000
USA	GENERAL Stylized	Greenfield World Trade, Inc.	Registered	1,511,522	7/1/1987	11/8/1988
USA	GENERAL Stylized	Greenfield World Trade, Inc.	Registered	604,422	2/25/1954	4/12/1955
USA	GREENFIELD WORLDTRADE and Design	Greenfield World Trade, Inc.	Registered	3,478,943	5/21/2007	8/5/2008
USA	LOW SPEED JUICING SYSTEM	Greenfield World Trade, Inc.	Registered	4,630,077	10/15/2013	10/28/2014
USA	NUTRITION SYSTEM	Greenfield World Trade, Inc.	Registered	4,767,898	10/22/2014	7/7/2015
USA	OMEGA LOW SPEED JUICING SYSTEM	Greenfield World Trade, Inc.	Registered	4,713,407	10/15/2013	3/31/2015
USA	EXCALIBUR (word mark)	Greenfield World Trade, Inc.	Registered	4,719,163	4/1/2014	4/14/2015
USA	ULTRA CLEAN	Greenfield World Trade, Inc.	Registered	1,676,677	4/2/1990	2/25/1992
USA	DOL-FYN	Greenfield World Trade, Inc.	Registered	1,478,543	12/15/1986	3/1/1988
USA	DOVE	Greenfield World Trade, Inc.	Registered	2,076,382	11/4/1995	7/1/1997
USA	NAUTILUS	Greenfield World Trade, Inc.	Registered	2,845,117	6/4/1999	5/25/2004
USA	EZDRY BY EXCALIBUR	Greenfield World Trade, Inc.	Registered	4931933	8/24/2015	4/5/2016
USA	BEVLES	Greenfield World Trade, Inc.	Registered	1,603,805	11/14/1989	6/26/1990
USA	TENDER TOUCH	Greenfield World Trade, Inc.	Registered	1,091,769	11/7/1977	5/23/1978
USA	TRANSI-TRAY	Greenfield World Trade, Inc.	Registered	1,602,326	3/13/1989	6/19/1990

Pending Trademark Applications

Country	Trademark	Owner	Status	App. No./Reg. No.	Filed	Issued
USA	ME-GO	Greenfield World Trade, Inc.	Pending	86/875,331	1/14/2016	
USA	OMEGA JUICE CUBE	Greenfield World Trade, Inc.	Pending	85/905,437	4/16/2013	
USA	JUICE CUBE and Design	Greenfield World Trade, Inc.	Pending	86/875,735	1/14/2016	
USA	O-ME-GO	Greenfield World Trade, Inc.	Pending	86/875,760	1/14/2016	