

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM388171

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
GREENFIELD WORLD TRADE EXPORTS INC.		06/02/2016	Corporation: FLORIDA
OMEGA PRODUCTS, INC.		06/02/2016	Corporation: PENNSYLVANIA
ORIEN WORLDWIDE, LLC		06/02/2016	Limited Liability Company: FLORIDA
EDGECRAFT CORPORATION		06/02/2016	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	PNC BANK, NATIONAL ASSOCIATION
Street Address:	1600 MARKET STREET
Internal Address:	31ST FLOOR
City:	PHILADELPHIA
State/Country:	PENNSYLVANIA
Postal Code:	19103
Entity Type:	National Banking Association: UNITED STATES

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

TRADEMARK

Property Type	Number	Word Mark
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
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

Property Type	Number	Word Mark
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
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: 2158325619

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: 2155695619

Email: pecsenye@blankrome.com

Correspondent Name: Timothy D. Pecsénye

Address Line 1: One Logan Square

TRADEMARK

REEL: 005816 FRAME: 0146

Address Line 2: 8th Floor
Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER: 074658-13058

NAME OF SUBMITTER: Timothy D. Pecsénye

SIGNATURE: /Timothy D. Pecsénye/

DATE SIGNED: 06/16/2016

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of this 2nd day of June, 2016, among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and PNC BANK, NATIONAL ASSOCIATION, in its capacity as "Agent" (as defined under the Domestic Credit Agreement) for the Lenders (as defined below) and as "Agent" (as defined under the ExIm Loan Agreement) for the Lenders (as defined below) (together with its successors and assigns in such capacities, individually and collectively "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to (i) that certain Second Amended and Restated Revolving Credit and Security Agreement, dated as of June 2, 2016, among GREENFIELD WORLD TRADE, INC., a Florida corporation (the "Company"), GREENFIELD WORLD TRADE EXPORTS INC., a Florida corporation ("Greenfield Exports"), OMEGA PRODUCTS, INC., a Pennsylvania corporation ("Omega"), ORIEN WORLDWIDE, LLC, a Florida limited liability company ("Orien"), and EDGE-CRAFT CORPORATION, a Delaware corporation ("Edgecraft", collectively with the Company, Greenfield Exports, Omega, Orien and any other Person which may become a Borrower thereunder pursuant to Section 7.12, the "Borrowers" and each individually a "Borrower"), the financial institutions from time to time parties thereto as lenders (the "Lenders") and the Agent (as further amended, amended and restated, supplemented or otherwise modified from time to time, the "Domestic Credit Agreement") and (ii) that certain Second Amended and Restated Export-Import Loan and Security Agreement, dated as of June 2, 2016, among the Borrowers, the Lenders and the Agent (as further amended, amended and restated, supplemented or otherwise modified from time to time, the "ExIm Loan Agreement" and together with the Domestic Credit Agreement, the "Credit Agreements"), the Lenders agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, pursuant to the Credit Agreements, Grantors are required to execute and deliver to Agent, for the benefit of the Lenders, 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 Credit Agreements.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Lenders, a continuing first priority security interest in 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 trademarks, trademark applications, service marks, trade names, mask works and associated goodwill (collectively, "Trademarks"), and licenses for any of the foregoing ("Licenses"), including those referred to on Schedule I hereto;

(b) all reissues, continuations, continuations-in-part, substitutes, extensions or renewals of and improvements on the foregoing; and

(c) 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 Agent, the Lenders 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. CREDIT AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Credit Agreements. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreements, 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 Agent with respect to any such new Trademarks or Licenses for Trademarks. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize 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 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 Credit Agreements) 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.

[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.

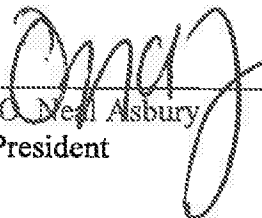
GRANTOR:

EDGECRAFT CORPORATION,
a Delaware corporation

By: _____

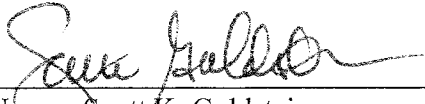
Name: C. Neal Asbury

Title: President



ACCEPTED AND
ACKNOWLEDGED BY:

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: 
Name: Scott K. Goldstein
Title: Senior Vice President

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	KEEPPHOT	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		