

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM389281

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECOND AMENDMENT TO TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GLOBE FOOD EQUIPMENT COMPANY		06/22/2016	Corporation: OHIO
RECEIVING PARTY DATA			
Name:	FIFTH THIRD BANK, as Agent		
Street Address:	38 FOUNTAIN SQUARE PLAZA		
Internal Address:	MD #10908F		
City:	CINCINNATI		
State/Country:	OHIO		
Postal Code:	45263		
Entity Type:	BANKING CORPORATION: OHIO		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4157532	GLOBE	
Registration Number:	4345071	GLOBE	
Registration Number:	4345070	GLOBE	
Registration Number:	4157446	GLOBE	
CORRESPONDENCE DATA			
Fax Number:	2025339099		
<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:	202-467-8800		
Email:	BEHOUE@VORYS.COM, LCSTRIGGLES@VORYS.COM		
Correspondent Name:	VORYS, SATER, SEYMOUR AND PEASE LLP		
Address Line 1:	P.O. BOX 2255 -- IPLAW@VORYS		
Address Line 2:	ATTN: TANYA MARIE CURCIO		
Address Line 4:	COLUMBUS, OHIO 43216-2255		
ATTORNEY DOCKET NUMBER:	05252-446		
NAME OF SUBMITTER:	Bernice Hogue		
SIGNATURE:	/bernice hogue/		
DATE SIGNED:	06/24/2016		

CH \$115.00 4157532

Total Attachments: 5

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**SECOND AMENDMENT
TO
TRADEMARK SECURITY AGREEMENT**

THIS SECOND AMENDMENT TO TRADEMARK SECURITY AGREEMENT (this "Amendment") is made and entered into as of June 22, 2016 (the "Effective Date"), by and between **GLOBE FOOD EQUIPMENT COMPANY**, an Ohio corporation, whose principal place of business and mailing address is 2153 Dryden Road, Dayton, Ohio 45439 ("Debtor"), and **FIFTH THIRD BANK**, an Ohio banking corporation ("Lender"), for itself and as agent for each affiliate of Fifth Third Bancorp (collectively, "Secured Party"), and is as follows:

Preliminary Statements

A. Debtor and Lender are parties to a Credit Agreement dated as of August 26, 2008, as amended by the First Amendment to Credit Agreement dated as of March 10, 2010, the Second Amendment to Credit Agreement dated as of August 20, 2010, the Third Amendment to Credit Agreement dated as of May 23, 2011, the Fourth Amendment to Credit Agreement dated as of July 24, 2012, the Fifth Amendment to Credit Agreement dated as of October 31, 2013, the Sixth Amendment to Credit Agreement dated to be effective as of March 31, 2014, the Seventh Amendment to Credit Agreement dated to be effective as of December 31, 2014, and the Eighth Amendment to Credit Agreement (the "Eighth Amendment") dated of even date herewith (as heretofore, contemporaneously herewith and hereafter amended, restated, supplemented, modified or otherwise revised from time to time, the "Credit Agreement").

B. In connection with the Credit Agreement, Debtor has executed and delivered to Secured Party the Trademark Security Agreement dated as of August 26, 2008, as amended by the First Amendment to Trademark Security Agreement dated as of August 20, 2010 (as amended, the "Trademark Security Agreement"). Capitalized terms used but not defined herein shall have the meanings assigned to them in the Trademark Security Agreement.

C. It is a condition precedent to the effectiveness of the Eighth Amendment and to the obligation of Lender to continue to extend credit accommodations pursuant to the terms of the Credit Agreement and the other Loan Documents (as defined in the Credit Agreement) that this Amendment be executed and delivered by Debtor to Secured Party.

Statement of Agreement

In consideration of the mutual covenants and agreements set forth in the Eighth Amendment and this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Secured Party and Debtor hereby agree as follows:

1. **Amendments to Trademark Security Agreement.** Schedule I to the Trademark Security Agreement is hereby supplemented by the addition of the document attached hereto as Supplement to Schedule I, to be attached at the end of the existing Schedule I to the Trademark Security Agreement. Accordingly, Debtor hereby acknowledges and agrees that each mark,

registration, and application listed on the Supplement to Schedule I attached hereto and made a part hereof constitutes, and shall be deemed to be, part of the "Trademark Collateral" and the "Trademarks" (as each is defined in the Trademark Security Agreement) for all purposes of the Loan Documents.

2. **Default.** Any default by Debtor under this Amendment shall constitute an Event of Default (as defined in the Credit Agreement) under the Trademark Security Agreement if not cured after any applicable notice and cure period under the Trademark Security Agreement.

3. **Continuing Effect of Trademark Security Agreement; Reaffirmation of Security.** Except as expressly amended hereby, all of the provisions of the Trademark Security Agreement are ratified and confirmed and remain in full force and effect. Without limiting the generality of the foregoing, Debtor ratifies and reaffirms any and all grants of Liens to Secured Party on the Trademark Collateral (including, without limitation, the Trademark Collateral set forth on the Supplement to Schedule I attached hereto) as security for the Obligations, and Debtor acknowledges and confirms that the grants of the Liens to Secured Party on the Trademark Collateral: (a) represent continuing Liens on all of the Trademark Collateral, (b) secure all of the Obligations, and (c) represent valid, first and best Liens on all of the Trademark Collateral except to the extent of any Permitted Liens (as defined in the Credit Agreement).

4. **One Agreement; References; Fax Signature.** The Trademark Security Agreement, as further amended by this Amendment, will be construed as one agreement. Any reference in any of the Loan Documents to the Trademark Security Agreement will be deemed to be a reference to the Trademark Security Agreement as further amended by this Amendment. This Amendment may be signed by facsimile signatures or other electronic delivery of an image file reflecting the execution hereof, and, if so signed: (a) may be relied on by each party as if the document were a manually signed original and (b) will be binding on each party for all purposes.

5. **Captions.** The headings to the Sections of this Amendment have been inserted for convenience of reference only and shall in no way modify or restrict any provisions hereof or be used to construe any such provisions.

6. **Counterparts.** This Amendment may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

7. **Governing Law.** This Amendment shall be governed by and construed in accordance with the internal laws of the State of Ohio (without regard to conflicts of law principles).

[Signature Page Follows]

IN WITNESS WHEREOF, this Amendment has been duly executed by Debtor and Lender as of the Effective Date.

GLOBE FOOD EQUIPMENT COMPANY

By: 

Hilton G. Garner, President

FIFTH THIRD BANK

By: _____

Gregory S. Calhoun, Assistant Vice President

SIGNATURE PAGE TO
SECOND AMENDMENT TO TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 005822 FRAME: 0363

IN WITNESS WHEREOF, this Amendment has been duly executed by Debtor and Lender as of the Effective Date.

GLOBE FOOD EQUIPMENT COMPANY

By: _____
Hilton G. Garner, President

FIFTH THIRD BANK

By: Gregory S. Calhoun
Gregory S. Calhoun, Assistant Vice President



SIGNATURE PAGE TO
SECOND AMENDMENT TO TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 005822 FRAME: 0364

SUPPLEMENT TO SCHEDULE I

TRADEMARKS

United States Trademarks:

Mark	Serial No.	Filing Date	Registration No.	Registration Date
GLOBE	85,447,610	October 14, 2011	4,157,532	June 12, 2012
GLOBE	85,447,603	October 14, 2011	4,345,071	June 4, 2013
GLOBE & Design 	85,446,638	October 13, 2011	4,345,070	June 4, 2013
GLOBE & Design 	85,446,628	October 13, 2011	4,157,446	June 12, 2012