

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM392162

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>RESUBMIT DOCUMENT ID:</b>	900371741		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Swanson Group, Inc.		06/28/2016	Corporation:
Swanson Group MFG LLC		06/28/2016	Limited Liability Company:
Swanson Group Aviation, LLC		06/28/2016	Limited Liability Company:
Swanson Group Sales Co.		06/28/2016	Corporation:
Swanson Group Export Co.		06/28/2016	Corporation:
Superior Leasing, LLC		06/28/2016	Limited Liability Company:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Gordon Brothers Finance Company		
<b>Street Address:</b>	800 Boylston Street, 27th Floor		
<b>Internal Address:</b>	Prudential Tower		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02199		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3724836	SWANSON GROUP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6178970928		
<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>			
<b>Phone:</b>	6173106088		
<b>Email:</b>	manningt@gtlaw.com		
<b>Correspondent Name:</b>	Timonthy P. Manning		
<b>Address Line 1:</b>	Greenberg Traurig, LLP		
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<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110		
<b>ATTORNEY DOCKET NUMBER:</b>	095247-011000		
<b>NAME OF SUBMITTER:</b>	Timothy P. Manning		

TRADEMARK

<b>SIGNATURE:</b>	/Timothy P. Manning/
<b>DATE SIGNED:</b>	07/21/2016
<b>Total Attachments: 16</b> source=SwansonTrademarkSecurityAgreement#page1.tif source=SwansonTrademarkSecurityAgreement#page2.tif source=SwansonTrademarkSecurityAgreement#page3.tif source=SwansonTrademarkSecurityAgreement#page4.tif source=SwansonTrademarkSecurityAgreement#page5.tif source=SwansonTrademarkSecurityAgreement#page6.tif source=SwansonTrademarkSecurityAgreement#page7.tif source=SwansonTrademarkSecurityAgreement#page8.tif source=SwansonTrademarkSecurityAgreement#page9.tif source=SwansonTrademarkSecurityAgreement#page10.tif source=SwansonTrademarkSecurityAgreement#page11.tif source=SwansonTrademarkSecurityAgreement#page12.tif source=SwansonTrademarkSecurityAgreement#page13.tif source=SwansonTrademarkSecurityAgreement#page14.tif source=SwansonTrademarkSecurityAgreement#page15.tif source=SwansonTrademarkSecurityAgreement#page16.tif	

## TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT

**TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT**, dated as of June 28, 2016, by and among Swanson Group, Inc., an Oregon corporation, Swanson Group Mfg. LLC, an Oregon limited liability company, Swanson Group Aviation, LLC, an Oregon limited liability company, Swanson Group Sales Co., an Oregon corporation, Swanson Group Export Co., an Oregon corporation, and Superior Leasing, LLC, an Oregon limited liability company (each a "Borrower" and collectively, the "Borrowers"), and Gordon Brothers Finance Company, as administrative agent (hereinafter, the "Administrative Agent") for itself and the other lenders (hereinafter, collectively the "Lenders") which are, or may in the future become, parties to the Term Loan Agreement of even date herewith (the "Term Loan Agreement"), among the Borrowers, the Lenders, and the Administrative Agent.

WHEREAS, it is a condition precedent to the Lenders' making any loans or otherwise extending credit to the Borrowers under the Term Loan Agreement that each Borrower executes and delivers to the Administrative Agent, for the benefit of the Lenders and the Administrative Agent, a trademark agreement in substantially the form hereof; and

WHEREAS, each Borrower has executed and delivered to the Administrative Agent, for the benefit of the Lenders and the Administrative Agent, the Security Agreement (as defined in the Term Loan Agreement) pursuant to which each Borrower has granted to the Administrative Agent, for the benefit of the Lenders and the Administrative Agent, a security interest in certain of the Borrowers' personal property and fixture assets, including without limitation the trademarks, service marks, trademark and service mark registrations, and trademark and service mark registration applications listed on Schedule A attached hereto, all to secure the payment and performance of the Obligations (as defined in the Term Loan Agreement); and

WHEREAS, pursuant to the terms of that certain Credit and Security Agreement, dated as of May 21, 2008 (as amended and in effect from time to time, the "Revolving Credit Agreement") and, together with all amendments, documents, instruments and agreements executed pursuant thereto, collectively, the "Revolving Credit Documents"), by and among the Borrowers and Wells Fargo Bank, National Association (the "Revolving Credit Lender"), the Revolving Credit Lender has extended loans to the Borrowers, and the Borrowers are obligated to the Revolving Credit Lender under the Revolving Credit Documents, which obligations are secured by the collateral set forth herein; and

WHEREAS, the Administrative Agent, the Revolving Credit Lender, and the Borrowers are parties to that certain Intercreditor Agreement of even date herewith (as amended and in effect from time to time, the "Intercreditor Agreement") setting forth the relative priorities of liens held by the Revolving Credit Lender and the Administrative Agent for the benefit of the Lenders with respect to the collateral referred to therein, including, without limitation the collateral described herein, securing the respective obligations of the Borrowers to such parties; and

WHEREAS, this Trademark Agreement is supplemental to the provisions contained in the Security Agreement;

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

## **1. DEFINITIONS.**

Capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided therefor in the Term Loan Agreement and the Security Agreement. In addition, the following terms shall have the meanings as set forth in this Section 1 or elsewhere in this Trademark Agreement referred to below:

Assignment of Marks. See Section 2.1.

Associated Goodwill. All goodwill of each Borrower and its business, products and services appurtenant to, associated with or symbolized by the Trademarks and the use thereof.

Pledged Trademarks. All of each Borrower's right, title and interest in and to all of the Trademarks, the Trademark Registrations, the Trademark License Rights, the Trademark Rights, the Associated Goodwill, the Related Assets, and all accessions to, substitutions for, replacements of, and all products and proceeds of any and all of the foregoing.

PTO. The United States Patent and Trademark Office.

Related Assets. All assets, rights and interests of each Borrower that uniquely reflect or embody the Associated Goodwill, including the following:

(a) all patents, inventions, copyrights, trade secrets, confidential information, formulae, methods or processes, compounds, recipes, know-how, methods and operating systems, drawings, descriptions, formulations, manufacturing and production and delivery procedures, quality control procedures, product and service specifications, catalogs, price lists, and advertising materials, relating to the manufacture, production, delivery, provision and sale of goods or services under or in association with any of the Trademarks; and

(b) the following documents and things in the possession or under the control of such Borrower, or subject to its demand for possession or control, related to the production, delivery, provision and sale by such Borrower, or any affiliate, franchisee, licensee or contractor, of products or services sold by or under the authority of such Borrower in connection with the Trademarks or Trademark Rights, whether prior to, on or subsequent to the date hereof:

(i) all lists, contracts, ancillary documents and other information that identify, describe or provide information with respect to any customers, dealers or distributors of such Borrower, its affiliates or franchisees or licensees or contractors, for products or services sold under or in connection with the Trademarks or Trademark Rights, including all lists and documents containing information regarding each customer's, dealer's or distributor's name and

address, credit, payment, discount, delivery and other sale terms, and history, pattern and total of purchases by brand, product, style, size and quantity;

(ii) all agreements (including franchise agreements), product and service specification documents and operating, production and quality control manuals relating to or used in the design, manufacture, production, delivery, provision and sale of products or services under or in connection with the Trademarks or Trademark Rights;

(iii) all documents and agreements relating to the identity and locations of all sources of supply, all terms of purchase and delivery, for all materials, components, raw materials and other supplies and services used in the manufacture, production, provision, delivery and sale of products or services under or in connection with the Trademarks or Trademark Rights; and

(iv) all agreements and documents constituting or concerning the present or future, current or proposed advertising and promotion by such Borrower (or any of its affiliates, franchisees, licensees or contractors) of products or services sold under or in connection with the Trademarks or Trademark Rights.

Trademark Agreement. This Trademark Collateral Security and Pledge Agreement, as amended and in effect from time to time.

Trademark License Rights. Any and all past, present or future rights and interests of any Borrower pursuant to any and all past, present and future franchising or licensing agreements in favor of such Borrower, or to which such Borrower is a party, pertaining to any Trademarks, Trademark Registrations, or Trademark Rights owned or used by third parties in the past, present or future, including the right (but not the obligation) in the name of such Borrower or the Administrative Agent to enforce, and sue and recover for, any breach or violation of any such agreement to which such Borrower is a party.

Trademark Registrations. All past, present or future federal, state, local and foreign registrations of the Trademarks, all past, present and future applications for any such registrations (and any such registrations thereof upon approval of such applications), together with the right (but not the obligation) to apply for such registrations (and prosecute such applications) in the name of any Borrower or the Administrative Agent, and to take any and all actions necessary or appropriate to maintain such registrations in effect and renew and extend such registrations.

Trademark Rights. Any and all past, present or future rights in, to and associated with the Trademarks throughout the world, whether arising under federal law, state law, common law, foreign law or otherwise, including the following: all such rights arising out of or associated with the Trademark Registrations; the right (but not the obligation) to register claims under any state, federal or foreign trademark law or regulation; the right (but not the obligation) to sue or bring opposition or cancellation proceedings in the name of any Borrower or the Administrative Agent for any and all past, present and future infringements or dilution of or any other damages or injury to the Trademarks, the Trademark Rights, or the Associated Goodwill, and the rights to

damages or profits due or accrued arising out of or in connection with any such past, present or future infringement, dilution, damage or injury; and the Trademark License Rights.

**Trademarks.** All of the trademarks, service marks, designs, logos, indicia, trade names, corporate names, company names, business names, fictitious business names, trade styles, elements of package or trade dress, and other source and product or service identifiers, used or associated with or appurtenant to the products, services and businesses of any Borrower, that (i) are set forth on Schedule A hereto, or (ii) have been adopted, acquired, owned, held or used by such Borrower or are now owned, held or used by such Borrower, in such Borrower's business, or with such Borrower's products and services, or in which such Borrower has any right, title or interest, or (iii) are in the future adopted, acquired, owned, held and used by such Borrower in such Borrower's business or with such Borrower's products and services, or in which such Borrower in the future acquires any right, title or interest. To the extent that "Trademark" refers to a third party trademark used or licensed by any Borrower, it shall mean such Borrower's license rights in such trademark and not the underlying third-party trademark itself.

**Use.** With respect to any Trademark, all uses of such Trademark by, for or in connection with any Borrower or its business or for the direct or indirect benefit of such Borrower or its business, including all such uses by such Borrower itself, by any of the affiliates of such Borrower, or by any franchisee, licensee or contractor of such Borrower.

Unless otherwise provided herein, the rules of interpretation set forth in Section 1.2 of the Term Loan Agreement shall be applicable to this Trademark Agreement.

## **2. GRANT OF SECURITY INTEREST.**

**2.1. Security Interest; Assignment of Marks.** As collateral security for the payment and performance in full of all of the Obligations, each Borrower hereby unconditionally grants to the Administrative Agent, for the benefit of the Lenders and the Administrative Agent, a continuing security interest in and first priority lien on the Pledged Trademarks (subject solely to the Liens of the Revolving Credit Lender under the Revolving Credit Documents), and pledges and mortgages (but does not transfer title to) the Pledged Trademarks to the Administrative Agent for the benefit of the Lenders and the Administrative Agent. In addition, each Borrower has executed in blank and delivered to the Administrative Agent an assignment of federally registered trademarks in substantially the form of Exhibit 1 hereto (the "Assignment of Marks"). Each Borrower hereby authorizes the Administrative Agent during the continuance of an Event of Default and following written notice to Borrower and expiration of any applicable cure period under the Term Loan Agreement, to complete as assignee and record with the PTO the Assignment of Marks and exercise the Administrative Agent's remedies under this Trademark Agreement and the Security Agreement in connection with a foreclosure.**2.2. Supplemental to Security Agreement.** Pursuant to the Security Agreement each Borrower has granted to the Administrative Agent, for the benefit of the Lenders and the Administrative Agent, a continuing security interest in and lien on the Collateral (including the Pledged Trademarks). The Security Agreement, and all rights and interests of the Administrative Agent in and to the Collateral (including the Pledged Trademarks) thereunder, are hereby ratified and confirmed in all respects. In no event shall this Trademark Agreement, the grant, assignment, transfer and conveyance of the Pledged Trademarks hereunder, or the recordation of this Trademark Agreement (or any

document hereunder) with the PTO, adversely affect or impair, in any way or to any extent, the Security Agreement, the security interest of the Administrative Agent in the Collateral (including the Pledged Trademarks) pursuant to the Security Agreement and this Trademark Agreement, the attachment and perfection of such security interest under the Uniform Commercial Code (including the security interest in the Pledged Trademarks), or any present or future rights and interests of the Administrative Agent in and to the Collateral under or in connection with the Security Agreement, this Trademark Agreement or the Uniform Commercial Code. Any and all rights and interests of the Administrative Agent in and to the Pledged Trademarks (and any and all obligations of each Borrower with respect to the Pledged Trademarks) provided herein, or arising hereunder or in connection herewith, shall only supplement and be cumulative and in addition to the rights and interests of the Administrative Agent (and the obligations of each Borrower) in, to or with respect to the Collateral (including the Pledged Trademarks) provided in or arising under or in connection with the Security Agreement and shall not be in derogation thereof. **3. REPRESENTATIONS, WARRANTIES AND COVENANTS.**

Each Borrower represents, warrants and covenants that except as otherwise disclosed in Schedule 3 hereto: (i) Schedule A sets forth a true and complete list of all Trademarks and Trademark Registrations now owned, licensed, controlled or used by such Borrower; (ii) the Trademarks and Trademark Registrations are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and there is no litigation or proceeding pending concerning the validity or enforceability of the Trademarks or Trademark Registrations; (iii) to the best of such Borrower's knowledge, each of the Trademarks and Trademark Registrations is valid and enforceable; (iv) to the best of such Borrower's knowledge, there is no infringement by others of the Trademarks, Trademark Registrations or Trademark Rights; (v) no claim has been made that the use of any of the Trademarks does or may violate the rights of any third person, and to the best of such Borrower's knowledge, there is no infringement by such Borrower of the trademark rights of others; (vi) such Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks (other than ownership and other rights reserved by third party owners with respect to Trademarks that such Borrower is licensed to use), free and clear of any liens, charges, encumbrances and adverse claims, including pledges, assignments, licenses, registered user agreements and covenants by such Borrower not to sue third persons, other than the security interest and assignment created by the Security Agreement and this Trademark Agreement and other than the Liens securing the obligations to the Revolving Credit Lender pursuant to the Revolving Credit Documents; (vii) such Borrower has the unqualified right to enter into this Trademark Agreement and to perform its terms and has entered and will enter into any written agreement with each of its present and future employees, agents, consultants, licensors and licensees as are necessary to enable such Borrower to comply with the covenants herein contained; (viii) such Borrower has used, and will continue to use, proper statutory and other appropriate proprietary notices in connection with its use of the Trademarks; (ix) such Borrower has used, and will continue to use for the duration of this Trademark Agreement, consistent standards of quality in its manufacture and provision of products and services sold or provided under the Trademarks; (x) this Trademark Agreement, together with the Security Agreement, will create in favor of the Administrative Agent a valid and perfected first priority security interest in the Pledged Trademarks (subject solely to the liens of the Revolving Credit Lender under the Revolving Credit Documents) upon making the filings referred to in clause (xi) of this Section 3; and (xi) except for the filing of financing statements with the Secretary of State for the State of New York under the Uniform Commercial Code and

the recording of this Trademark Agreement with the PTO, no authorization, approval or other action by, and no notice to or filing with, any governmental or regulatory authority, agency or office is required either (A) for the grant by such Borrower or the effectiveness of the security interest and assignment granted hereby or for the execution, delivery and performance of this Trademark Agreement by such Borrower, or (B) for the perfection of or the exercise by the Administrative Agent of any of its rights and remedies hereunder.

#### **4. NO TRANSFER OR INCONSISTENT AGREEMENTS.**

Without the Administrative Agent's prior written consent and except for licenses of the Pledged Trademarks in the ordinary course of any Borrower's business consistent with its past practices, and except as permitted by the Term Loan Agreement, no Borrower will (i) mortgage, pledge, assign, encumber, grant a security interest in, transfer, license or alienate any of the Pledged Trademarks, or (ii) enter into any agreement (for example, a license agreement) that is inconsistent with such Borrower's obligations under this Trademark Agreement or the Security Agreement.

#### **5. INTENTIONALLY OMITTED.**

#### **6. TRADEMARK PROSECUTION.**

**6.1. Borrowers Responsible.** Each Borrower shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the Pledged Trademarks, and shall hold each of the Administrative Agent and the Lenders harmless from any and all costs, damages, liabilities and expenses that may be incurred by the Administrative Agent or any Lender in connection with the Administrative Agent's interest in the Pledged Trademarks or any other action or failure to act in connection with this Trademark Agreement or the transactions contemplated hereby.

**6.2. Borrowers' Duties, etc.** (a) Each Borrower shall have the right and the duty to prosecute diligently any trademark registration applications of the Trademarks pending as of the date of this Trademark Agreement or thereafter, to preserve and maintain all rights in the Trademarks and Trademark Registrations, including the filing of appropriate renewal applications and other instruments to maintain in effect the Trademark Registrations and the payment when due of all registration renewal fees and other fees, taxes and other expenses that shall be incurred or that shall accrue with respect to any of the Trademarks or Trademark Registrations, in each case, in a commercially reasonable manner consistent with such Borrower's past business practices and (b) no Borrower may abandon any filed trademark registration application, or any Trademark Registration or Trademark unless such abandonment is in a commercially reasonable manner consistent with such Borrower's past business practices and in the ordinary course of such Borrower's business. Any expenses incurred in connection with such applications and actions shall be borne by the Borrowers.

**6.3. Borrowers' Enforcement Rights.** Each Borrower shall have the right and the duty to bring suit or other action in such Borrower's own name to maintain and enforce the Trademarks, the Trademark Registrations and the Trademark Rights, in each case, in a commercially reasonable manner consistent with such Borrower's past business practices. Any



Borrower may require the Administrative Agent to join in such suit or action as necessary to assure such Borrower's ability to bring and maintain any such suit or action in any proper forum if (but only if) the Administrative Agent is completely satisfied that such joinder will not subject the Administrative Agent or any Lender to any risk of liability. Each Borrower shall promptly, upon demand, reimburse and indemnify the Administrative Agent for all damages, costs and expenses, including legal fees, incurred by the Administrative Agent pursuant to this Section 6.3.

**6.4. Protection of Trademarks, etc.** In general, each Borrower shall take any and all such actions (including institution and maintenance of suits, proceedings or actions) as may be necessary or appropriate to properly maintain, protect, preserve, care for and enforce the Pledged Trademarks in a commercially reasonable manner consistent with such Borrower's past business practices. Subject to Section 6.2(b), no Borrower shall take or fail to take any action, nor permit any action to be taken or not taken by others under its control, that would adversely affect the validity, grant or enforcement of the Pledged Trademarks.

**6.5. Notification by Borrowers.** Promptly upon obtaining knowledge thereof, the Borrowers will notify the Administrative Agent in writing of the institution of, or any final adverse determination in, any proceeding in the PTO or any similar office or agency of the United States or any foreign country, or any court, regarding the validity of any of the Trademarks or Trademark Registrations or any Borrower's rights, title or interests in and to the Pledged Trademarks, and of any event that does or reasonably could materially adversely affect the value of any of the Pledged Trademarks, the ability of any Borrower or the Administrative Agent to dispose of any of the Pledged Trademarks or the rights and remedies of the Administrative Agent in relation thereto (including but not limited to the levy of any legal process against any of the Pledged Trademarks).

## **7. REMEDIES.**

Upon the occurrence and during the continuance of an Event of Default, the Administrative Agent shall have, in addition to all other rights and remedies given it by this Trademark Agreement (including, without limitation, those set forth in Section 2.1, the Term Loan Agreement, the Security Agreement and the other Loan Documents), those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in the State of New York and, without limiting the generality of the foregoing, the Administrative Agent may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to any Borrower, all of which are hereby expressly waived, sell or license at public or private sale or otherwise realize upon the whole or from time to time any part of the Pledged Trademarks, or any interest that any Borrower may have therein, and after deducting from the proceeds of sale or other disposition of the Pledged Trademarks all expenses incurred by the Administrative Agent in attempting to enforce this Trademark Agreement (including all reasonable expenses for broker's fees and legal services), shall apply the residue of such proceeds toward the payment of the Obligations as set forth in or by reference in the Security Agreement. Notice of any sale, license or other disposition of the Pledged Trademarks shall be given to the Borrowers at least twenty (20) days before the time that any intended public sale or other public disposition of the Pledged Trademarks is to be made or after which any private sale or other private disposition of the Pledged Trademarks may be made, which each Borrower hereby agrees shall be reasonable

notice of such public or private sale or other disposition. At any such sale or other disposition, the Administrative Agent may, to the extent permitted under applicable law, purchase or license the whole or any part of the Pledged Trademarks or interests therein sold, licensed or otherwise disposed of.

#### **8. COLLATERAL PROTECTION.**

If any Borrower shall fail to do any act that it has covenanted to do hereunder, or if any representation or warranty of any Borrower shall be breached, the Administrative Agent, in its own name or that of such Borrower (in the sole discretion of the Administrative Agent), may (but shall not be obligated to) do such act or remedy such breach (or cause such act to be done or such breach to be remedied), and the Borrowers jointly and severally agree promptly to reimburse the Administrative Agent for any cost or expense incurred by the Administrative Agent in so doing.

#### **9. POWER OF ATTORNEY.**

If any Event of Default shall have occurred and be continuing, each Borrower does hereby make, constitute and appoint the Administrative Agent (and any officer or agent of the Administrative Agent as the Administrative Agent may select in its exclusive discretion) as such Borrower's true and lawful attorney-in-fact, with full power of substitution and with the power, to the extent permitted by applicable law, to endorse such Borrower's name on all applications, documents, papers and instruments necessary for the Administrative Agent to use the Pledged Trademarks, or to grant or issue any exclusive or nonexclusive license of any of the Pledged Trademarks to any third person, or to take any and all actions necessary for the Administrative Agent to assign, pledge, convey or otherwise transfer title in or dispose of any of the Pledged Trademarks or any interest of such Borrower therein to any third person, and, in general, to execute and deliver any instruments or documents and do all other acts that such Borrower is obligated to execute and do hereunder. Each Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and releases each of the Administrative Agent and the Lenders from any claims, liabilities, causes of action or demands arising out of or in connection with any action taken or omitted to be taken by the Administrative Agent under this power of attorney (except for the Administrative Agent's gross negligence or willful misconduct). This power of attorney is coupled with an interest and shall be irrevocable for the duration of this Trademark Agreement.

#### **10. FURTHER ASSURANCES.**

Each Borrower shall, at any time and from time to time, and at its expense, make, execute, acknowledge and deliver, and file and record as necessary or appropriate with governmental or regulatory authorities, agencies or offices, such agreements, assignments, documents and instruments, and do such other and further acts and things (including, without limitation, obtaining consents of third parties), as the Administrative Agent may reasonably request or as may be necessary or appropriate in order to implement and effect fully the intentions, purposes and provisions of this Trademark Agreement, or to assure and confirm to the Administrative Agent the grant, perfection and priority of the Administrative Agent's security interest in the Pledged Trademarks.

## **11. TERMINATION.**

At such time as all of the Obligations have been finally paid and satisfied in full, this Trademark Agreement shall terminate and the Administrative Agent shall, upon the written request and at the expense of the Borrowers, execute and deliver to the Borrowers all releases, deeds, assignments and other instruments as may be necessary or proper to reassign and re-vest in the Borrowers the entire right, title and interest to the Pledged Trademarks previously granted, assigned, transferred and conveyed to the Administrative Agent by the Borrowers pursuant to this Trademark Agreement, as fully as if this Trademark Agreement had not been made, subject to any disposition of all or any part thereof that may have been made by the Administrative Agent pursuant hereto or the Security Agreement.

## **12. COURSE OF DEALING.**

No course of dealing between any Borrower and the Administrative Agent, nor any failure to exercise, nor any delay in exercising, on the part of the Administrative Agent, any right, power or privilege hereunder or under the Security Agreement or any other agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

## **13. EXPENSES.**

Any and all fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and expenses incurred by the Administrative Agent in connection with the preparation of this Trademark Agreement and all other documents relating hereto, the consummation of the transactions contemplated hereby or the enforcement hereof, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance or renewal fees, encumbrances, or otherwise protecting, maintaining or preserving the Pledged Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Pledged Trademarks, shall be borne and paid by the Borrowers, such liability is to be borne jointly and severally.

## **14. OVERDUE AMOUNTS.**

Until paid, all overdue amounts payable by any Borrower hereunder shall be a debt secured by the Pledged Trademarks and other Collateral and shall bear, whether before or after judgment, interest at the rate of interest for overdue principal set forth in the Term Loan Agreement.

**15. NO ASSUMPTION OF LIABILITY; INDEMNIFICATION.**

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, NEITHER THE ADMINISTRATIVE AGENT NOR ANY LENDER ASSUMES ANY LIABILITIES OF ANY BORROWER WITH RESPECT TO ANY CLAIM OR CLAIMS REGARDING SUCH BORROWER'S OWNERSHIP OR PURPORTED OWNERSHIP OF, OR RIGHTS OR PURPORTED RIGHTS ARISING FROM, ANY OF THE PLEDGED TRADEMARKS OR ANY USE, LICENSE OR SUBLICENSE THEREOF, WHETHER ARISING OUT OF ANY PAST, CURRENT OR FUTURE EVENT, CIRCUMSTANCE, ACT OR OMISSION OR OTHERWISE. ALL OF SUCH LIABILITIES SHALL BE EXCLUSIVELY THE RESPONSIBILITY OF THE BORROWERS, AND THE BORROWERS SHALL JOINTLY AND SEVERALLY INDEMNIFY THE ADMINISTRATIVE AGENT AND THE LENDERS FOR ANY AND ALL COSTS, EXPENSES, DAMAGES AND CLAIMS, INCLUDING LEGAL FEES, INCURRED BY THE ADMINISTRATIVE AGENT OR ANY LENDER WITH RESPECT TO SUCH LIABILITIES.

**16. NOTICES.**

All notices and other communications made or required to be given pursuant to this Trademark Agreement shall be in writing and shall be delivered in hand, mailed by United States registered or certified first-class mail, postage prepaid, or sent by telegraph, telecopy or telex and confirmed by delivery via courier or postal service, addressed as follows:

(a) if to any of the Borrowers, at the address set forth in Section 17 of the Term Loan Agreement; and

(b) if to the Administrative Agent, at the address set forth in Section 17 of the Term Loan Agreement.

Any such notice or demand shall be deemed to have been duly given or made and to have become effective (i) if delivered by hand to a responsible officer of the party to which it is directed, at the time of the receipt thereof by such officer, (ii) if sent by registered or certified first-class mail, postage prepaid, three (3) Business Days after the posting thereof, and (iii) if sent by telegraph, telecopy, electronic mail, or telex, at the time of the dispatch thereof, if in normal business hours in the country of receipt, or otherwise at the opening of business on the following Business Day.

**17. AMENDMENT AND WAIVER.**

This Trademark Agreement is subject to modification only by a writing signed by the Administrative Agent (with the consent of the Required Lenders) and the Borrowers, except as provided in Section 5.2. The Administrative Agent shall not be deemed to have waived any right hereunder unless such waiver shall be in writing and signed by the Administrative Agent and the Required Lenders. A waiver on any one occasion shall not be construed as a bar to or waiver of any right on any future occasion.

## **18. GOVERNING LAW; CONSENT TO JURISDICTION.**

**THIS TRADEMARK AGREEMENT IS INTENDED TO TAKE EFFECT AS A SEALED INSTRUMENT AND SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.** Each Borrower agrees that any suit for the enforcement of this Trademark Agreement may be brought in the courts of the State of New York or any federal court sitting therein and consents to the non-exclusive jurisdiction of such court and to service of process in any such suit being made upon such Borrower by mail at the address specified in Section 16. Each Borrower hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

## **19. WAIVER OF JURY TRIAL.**

EACH OF THE PARTIES HERETO IRREVOCABLY SUBMITS TO THE NON-EXCLUSIVE JURISDICTION OF ANY UNITED STATES FEDERAL OR NEW YORK STATE COURT SITTING IN NEW YORK IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS TRADEMARK AGREEMENT AND EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY AGREES THAT ALL CLAIMS IN RESPECT OF SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN ANY SUCH COURT. NONE OF THE PARTIES HERETO SHALL SEEK A JURY TRIAL IN ANY LAWSUIT, PROCEEDING, COUNTERCLAIM OR OTHER LITIGATION PROCEDURE BASED UPON OR ARISING OUT OF OR OTHERWISE RELATED TO THIS AGREEMENT AND EACH OF THE PARTIES HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY AND ALL RIGHT TO ANY SUCH JURY TRIAL AND ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY SUCH PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 19. Except as prohibited by law, each Borrower waives any right which it may have to claim or recover in any litigation referred to in the preceding sentence any special, exemplary, punitive or consequential damages or any damages other than, or in addition to, actual damages. Each Borrower (i) certifies that none of the Administrative Agent, any Lender or any representative, agent or attorney of the Administrative Agent or any Lender has represented, expressly or otherwise, that the Administrative Agent or any Lender would not, in the event of litigation, seek to enforce the foregoing waivers, and (ii) acknowledges that, in entering into the Term Loan Agreement and the other Loan Documents to which the Administrative Agent or any Lender is a party, the Administrative Agent and the Lenders are relying upon, among other things, the waivers and certifications contained in this Section 19.

## **20. MISCELLANEOUS.**

The headings of each section of this Trademark Agreement are for convenience only and shall not define or limit the provisions thereof. This Trademark Agreement and all rights and obligations hereunder shall be binding upon each Borrower and its respective successors and assigns, and shall inure to the benefit of the Administrative Agent, the Lenders and their respective successors and assigns. In the event of any irreconcilable conflict between the provisions of this Trademark Agreement and the Term Loan Agreement, or between this

Trademark Agreement and the Security Agreement, the provisions of the Term Loan Agreement or the Security Agreement, as the case may be, shall control. If any term of this Trademark Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall in no way be affected thereby, and this Trademark Agreement shall be construed and be enforceable as if such invalid, illegal or unenforceable term had not been included herein. Each Borrower acknowledges receipt of a copy of this Trademark Agreement.

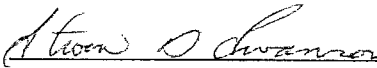
## **21. INTERCREDITOR MATTERS.**

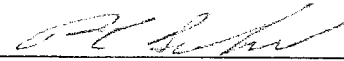
Notwithstanding anything to the contrary contained herein, the rights of the Administrative Agent and the Lenders, and the obligations of the Borrowers as set forth herein are subject to the terms and conditions of the Intercreditor Agreement. To the extent that the Borrower is required to deliver, endorse, pay over or otherwise provide possession or control over any of the collateral set forth herein to the Administrative Agent or Lenders hereunder, such obligations shall be subject to the rights of the Revolving Credit Lender to such collateral as set forth in the Intercreditor Agreement. Further, any representation, warranty or covenant by the Borrowers in this Agreement that the collateral is not and shall not be subject to any liens, encumbrances or other restrictions, shall specifically be qualified by the liens and rights of the Revolving Credit Lender with respect to the collateral pursuant to the Revolving Credit Documents and as set forth in the Intercreditor Agreement. The limitations and qualifications set forth in this paragraph be effective solely to recognize the rights of the Revolving Credit Lender and shall not otherwise impair the pledge and security interests granted by the Borrower to the Administrative Agent pursuant to this Agreement and the Security Agreement. The parties acknowledge that to the extent that the obligations of the Borrower to the Revolving Credit Lender arising under the Revolving Credit Documents have been satisfied and such parties have no further obligations to make loans or advances to the Borrowers thereunder, the limitations and qualifications set forth in this paragraph shall be of no further force or effect and the Borrowers covenant to take all such actions set forth herein and necessary to give effect to the provisions of this Agreement.

*[Remainder of page intentionally left blank]*


IN WITNESS WHEREOF, this Trademark Agreement has been executed as of  
the day and year first above written.

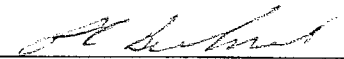
**SWANSON GROUP, INC.**

By:   
Name: Steven D. Swanson  
Title: President


By:   
Name: Richard L. Bernheisel  
Title: Vice President and CFO

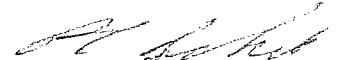
**SWANSON GROUP MFG LLC**

By:   
Name: Steven D. Swanson  
Title: President


By:   
Name: Richard L. Bernheisel  
Title: Vice President and CFO


**SWANSON GROUP AVIATION, LLC**

By:   
Name: Steven D. Swanson  
Title: President

By:   
Name: Richard L. Bernheisel  
Title: Vice President and CFO

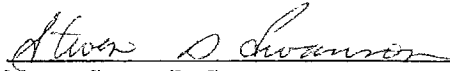
**SWANSON GROUP SALES CO.**

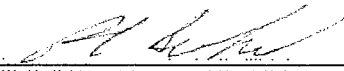
By:   
Name: Steven D. Swanson  
Title: President

By:   
Name: Richard L. Bernheisel  
Title: Vice President and CFO

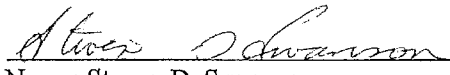
[Trademark Security Agreement]

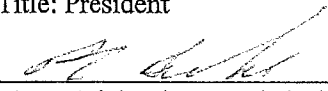
**SWANSON GROUP EXPORT CO.**

By:   
Name: Steven D. Swanson  
Title: President

By:   
Name: Richard L. Bernheisel  
Title: Vice President and CFO

**SUPERIOR LEASING, LLC**

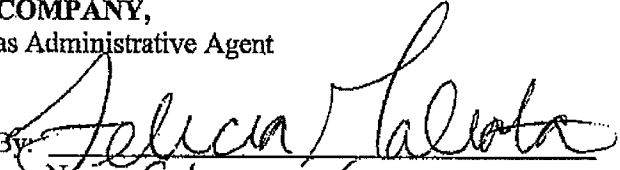
By:   
Name: Steven D. Swanson  
Title: President

By:   
Name: Richard L. Bernheisel  
Title: Vice President and CFO

[Trademark Security Agreement]



**GORDON BROTHERS FINANCE  
COMPANY,**  
as Administrative Agent

By:   
Name: Felicia Salcote  
Title: Vice President

[Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005828 FRAME: 0549**

**SCHEDULE A**

**Trademarks and Trademark Registrations**

<u>Trademark</u> or <u>Service Mark</u>	<u>Registrations --</u> United States Patent and Trademark Office <u>Registration No.</u>	<u>Registration Date</u>
"SWANSON GROUP"	3724836	December 15, 2009