

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM390978

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900368146

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GREENFIELD WORLD TRADE, INC.		06/02/2016	Corporation: FLORIDA

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: 39

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:	0783613	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	

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2330792	
Registration Number:	1511522	GENERAL
Registration Number:	0604422	GENERAL
Registration Number:	3478943	GREENFIELD WORLDTRADE
Registration Number:	1110462	KD
Registration Number:	1405723	KOLD-DRAFT
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: 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: 215-569-5619

Email: pecsenye@blankrome.com

Correspondent Name: Timothy D. Pecsénye

Address Line 1: One Logan Square

Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	074658-13058
NAME OF SUBMITTER:	Timothy D. Pecsénye
SIGNATURE:	/Timothy D. Pecsénye/
DATE SIGNED:	07/11/2016

Total Attachments: 8

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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This Amended and Restated 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. CERTAIN LIMITED EXCLUSIONS. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2 hereof attach to any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, to the extent, if any, that, and during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

4. 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.

5. 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.

6. 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.

7. 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.

8. 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.


9. AMENDED AND RESTATED. This Trademark Security Agreement amends and restates, but does not extinguish the obligations evidenced by, and is not a novation of that certain Trademark Security Agreement dated as of January 30, 2015 by the Company in favor of Agent.

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

IN WITNESS WHEREOF, each Grantor has caused this Amended and Restated 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 Astbury
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	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	KD	Kold Draft International, LLC	Registered	1,110,462	8/1/1977	1/2/1979
USA	KOLD-DRAFT	Kold Draft International, LLC	Registered	1,405,723	1/6/1986	8/19/1986
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	