

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM395129

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EDWARDS MANUFACTURING COMPANY OF ALBERT LEA		08/12/2016	Corporation: MINNESOTA
RECEIVING PARTY DATA			
Name:	FIFTH STREET FINANCE CORP., AS AGENT		
Street Address:	777 WEST PUTNAM AVENUE		
Internal Address:	3RD FLOOR		
City:	GREENWICH		
State/Country:	CONNECTICUT		
Postal Code:	06830		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	0706321	TOWN & COUNTRY	
CORRESPONDENCE DATA			
Fax Number:	3105572193		
<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:	310-557-2900		
Email:	klathrop@proskauer.com		
Correspondent Name:	PROSKAUER ROSE LLP		
Address Line 1:	2049 CENTURY PARK EAST, SUITE 3200		
Address Line 2:	C/O KIMBERLEY A. LATHROP		
Address Line 4:	LOS ANGELES, CALIFORNIA 90067		
ATTORNEY DOCKET NUMBER:	28514.119		
NAME OF SUBMITTER:	Kimberley A. Lathrop		
SIGNATURE:	/Kimberley A. Lathrop/		
DATE SIGNED:	08/15/2016		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 12th day of August, 2016, by Edwards Manufacturing Company of Albert Lea, a Minnesota corporation ("Grantor"), in favor of Fifth Street Finance Corp., in its capacity as Agent for the Lenders (defined below) party to the Credit Agreement (defined below) (herein, "Grantee"):

WITNESSETH

WHEREAS, Grantor, one or more of its affiliates, Grantee and the parties identified therein as lenders (the "Lenders") are parties to a certain Second Lien Credit Agreement dated as of November 12, 2013 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantor (or one or more affiliates thereof) by Grantee and Lenders; and

WHEREAS, pursuant to the terms of a certain Second Lien Guarantee and Collateral Agreement dated as of November 12, 2013 among Grantor, one or more of its affiliates and Grantee (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), Grantor has granted to Grantee, for the benefit of Secured Parties, a security interest in substantially all of the assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Collateral Agreement), together with the goodwill of the business, symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure payment and performance of the Obligations;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Collateral Agreement. The Credit Agreement and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Collateral Agreement.

2. Subordination of Interests. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS EVIDENCED HEREBY ARE SUBORDINATE, IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN SUBORDINATION AGREEMENT (AS DEFINED IN THE CREDIT AGREEMENT), TO THE INDEBTEDNESS OWED BY THE CREDIT PARTIES (AS DEFINED IN THE CREDIT AGREEMENT) PURSUANT TO THE SENIOR DEBT DOCUMENTS (AS DEFINED IN THE CREDIT AGREEMENT), AS SUCH SENIOR DEBT DOCUMENTS HAVE BEEN AND HEREAFTER MAY BE AMENDED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME AND TO INDEBTEDNESS REFINANCING THE

INDEBTEDNESS UNDER THE SENIOR DEBT DOCUMENTS AS CONTEMPLATED BY THE SUBORDINATION AGREEMENT.

3. Grant and Reaffirmation of Grant of Security Interests. To secure payment and performance of the Obligations, Grantor hereby grants to Grantee, for the benefit of Secured Parties, and hereby reaffirms its prior grant pursuant to the Collateral Agreement of, a lien on and security interest in Grantor's entire right, title and interest in and to the following, whether now owned or existing or hereafter created, acquired or arising:


(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any such Trademark, or (b) injury to the goodwill associated with any such Trademark.

[Signature page follows]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

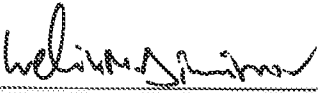
EDWARDS MANUFACTURING COMPANY OF
ALBERT LEA,
as Grantor

By 
Name Michael Green
Its President and Assistant Secretary

[Signature Page to Trademark Security Agreement]

Agreed and Accepted
As of the Date First Written Above

FIFTH STREET FINANCE CORP.,
as Agent and Grantee

By 
Name Ivelin M. Dimitrov
Its Chief Investment officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005855 FRAME: 0754

SCHEDULE 1

TRADEMARK REGISTRATIONS

Trademark Description	U.S. Registration No.	Date Registered
TOWN & COUNTRY	0706321	10/25/60

TRADEMARK APPLICATIONS

None