

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM396150

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Americo Group, Inc.		07/28/2016	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	Israel Discount Bank of New York		
Street Address:	511 Fifth Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4369893	OUTDOOR EXPEDITION	
Registration Number:	3755751	SK8YARD	
Registration Number:	2923789	DRI-MOTION	
Registration Number:	2170372	E	
Registration Number:	1984744	BASIC EQUIPMENT	
Registration Number:	1988856	BENCHLINE	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	614-280-3566		
Email:	james.murray@wolterskluwer.com		
Correspondent Name:	James Murray		
Address Line 1:	4400 Easton Commons Way, Suite 125		
Address Line 2:	CT Corporation		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Joanne BL Arnold		
SIGNATURE:	/Joanne BL Arnold/		
DATE SIGNED:	08/24/2016		

OP \$165.00 4369893

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this “Agreement”), dated as of July 28, 2016, is by AMERICO GROUP, INC., a New York corporation (“Grantor”), having an office at 1411 Broadway, New York, New York 10018, to and in favor of ISRAEL DISCOUNT BANK OF NEW YORK (“Lender”), having an office at 511 Fifth Avenue, New York, New York 10017.

Recitals

A. Grantor, as borrower, and Lender are parties to a Credit and Security Agreement (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the “Credit Agreement”), dated the same date as this Agreement, setting forth the terms on which Lender may now or hereafter extend credit to or for the account of Grantor.

B. As a condition to extending credit to or for the account of Grantor, Lender has required the execution and delivery of this Agreement by Grantor.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Credit Agreement that are not otherwise defined herein shall have the meanings given to them in the Credit Agreement. In addition, the following terms have the meanings set forth below:

“Event of Default” means an Event of Default, as defined in the Credit Agreement.

“Security Interest” has the meaning given in Section 2.

“Trademarks” means all of Grantor’s right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, and (iv) licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit A.

2. Security Interest. Grantor hereby irrevocably pledges and assigns to, and grants Lender a security interest (the “Security Interest”) with power of sale to the extent permitted by law, in the Trademarks to secure payment of the Obligations. As set forth in the Credit Agreement, the Security Interest is coupled with a security interest in substantially all of the

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personal property of Grantor. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. Representations, Warranties and Agreements. Grantor represents, warrants and agrees as follows:

(a) **Existence; Authority.** Grantor is a corporation duly organized, validly existing, and in good standing under the laws of its state of organization, and this Agreement has been duly and validly authorized by all necessary corporate action on the part of Grantor.

(b) **Trademarks.** Exhibit A accurately lists all Trademarks owned or controlled by Grantor as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof. If after the date hereof, Grantor owns or controls any Trademarks not listed on Exhibit A, or if Exhibit A ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then Grantor shall promptly provide written notice to Lender with a replacement Exhibit A, which upon acceptance by Lender shall become part of this Agreement.

(c) **Affiliates.** As of the date hereof, no Affiliate owns, controls, or has a right to have assigned to it any items that would, if such item were owned by Grantor, constitute Trademarks. If after the date hereof any Affiliate owns, controls, or has a right to have assigned to it any such items, then Grantor shall promptly either: (i) cause such Affiliate to assign all of its rights in such item(s) to Grantor; or (ii) notify Lender of such item(s) and cause such Affiliate to execute and deliver to Lender a trademark security agreement substantially in the form of this Agreement.

(d) **Title.** Grantor has absolute title to each Trademark listed on Exhibit A, free and clear of all Liens except Permitted Liens. Grantor (i) will have, at the time Grantor acquires any rights in Trademarks hereafter arising, absolute title to each such Trademark free and clear of all Liens except Permitted Liens, and (ii) will keep all Trademarks free and clear of all Liens except Permitted Liens.

(e) **No Sale.** Except as permitted in the Credit Agreement, Grantor will not assign, transfer, encumber or otherwise dispose of the Trademarks, or any interest therein, without Lender's prior written consent.

(f) **Defense.** Grantor will, at its own expense, and using commercially reasonable efforts, protect and defend the Trademarks against all claims or demands of all Persons other than those holding Permitted Liens.

(g) **Maintenance.** Grantor will, at its own expense, maintain the Trademarks to the extent reasonably advisable in its business including, but not limited to, filing all applications to obtain trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to trademark registrations and applications therefor. Grantor covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Trademark, nor fail to file any required affidavit or renewal in support thereof, where such abandonment or failure would result in a Material Adverse Effect without first providing Lender: (i) sufficient written notice, of at least thirty (30) days, to allow Lender to timely pay any such maintenance fees or annuities which may become due on any Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.

(h) **Lender's Right to Take Action.** If (i) Grantor fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) days after Lender gives Grantor written notice thereof (or, in the case of the agreements contained in subsection (g), immediately upon the occurrence of such failure, without notice or lapse of time), or (ii) Grantor notifies Lender that it intends to abandon the registration of a Trademark that is material to its business, (subject however to Section 4 below), Lender may (but need not) in its Permitted Discretion perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of Grantor (or, at Lender's option, in Lender's own name) and may (but need not) take any and all other actions which Lender may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(i) **Costs and Expenses.** Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, Grantor shall pay Lender on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by Lender in connection with or as a result of Lender's taking action under subsection (h) or exercising its rights under Section 5, together with interest thereon from the date expended or incurred by Lender at the Default Rate.

(j) **Power of Attorney.** Solely to facilitate Lender's taking action under subsection (h) and exercising its rights under Section 5, Grantor hereby irrevocably appoints (which appointment is coupled with an interest) Lender, or its delegate, as the attorney-in-fact of Grantor with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of Grantor, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by Grantor under this Section 3, or, necessary for Lender, after an Event of Default, to enforce or use the Trademarks or to grant or issue any

exclusive or non-exclusive license under the Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Trademarks to any third party. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done in accordance with this Agreement by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Credit Agreement as provided therein and the payment and performance of all Obligations.

4. Grantor's Use of the Trademarks. Nothing herein shall be construed as limiting Grantor's right, title or interest in, and right to control, manage and use the Trademarks, including, but not limited to the right to grant, amend, extend, and terminate licenses to use the Trademarks, and the right to exclude others from making, using or selling items covered by the Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured; provided that if the granting or termination of a license to use a Trademark outside of the ordinary course of business would cause a Material Adverse Effect, then such grant or termination will be subject to the prior written consent of Lender, which consent shall not be unreasonably withheld, delayed or conditioned.

5. Remedies. Upon the occurrence of an Event of Default and at any time thereafter, Lender may, at its option, take any or all of the following actions:

(a) Lender may exercise any or all remedies available under the Credit Agreement.

(b) Lender may sell, assign, transfer, pledge, encumber or otherwise dispose of the Trademarks.

(c) Lender may enforce the Trademarks and any licenses thereunder, and if Lender shall commence any suit for such enforcement, Grantor shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents required by Lender in aid of such enforcement.

6. Miscellaneous.

(a) This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by Lender. A waiver signed by Lender shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of Lender's rights or remedies.

(b) All rights and remedies of Lender shall be cumulative and may be exercised singularly or concurrently, at Lender's option, and the exercise or enforcement of any

one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other.

(c) All notices to be given to Grantor under this Agreement shall be given in the manner and with the effect provided in the Credit Agreement.

(d) Lender shall not be obligated to preserve any rights Grantor may have against prior parties, to realize on the Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Trademarks in any particular order of application, except as provided in the Credit Agreement.

(e) This Agreement shall be binding upon and inure to the benefit of Grantor and Lender and their respective participants, successors and assigns and shall take effect when signed by Grantor and delivered to Lender, and Grantor waives notice of Lender's acceptance hereof. Lender may execute this Agreement if appropriate for the purpose of filing, but the failure of Lender to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement.

(f) This Agreement shall be governed by the internal laws of the State of New York without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.

(g) This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall have the same force and effect as the delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall also deliver an original executed counterpart, but the failure to do so shall not affect the validity, enforceability or binding effect of this Agreement.

THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Trademark Security Agreement as of the date written above.

GRANTOR:

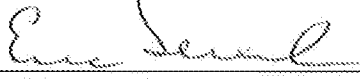
AMERICO GROUP, INC.

By: 
Name: Eli Harari
Its: President

[Trademark Security Agreement]


LENDER:

ISRAEL DISCOUNT BANK OF NEW YORK

By: 

Name: Eric Serenkin

Title: Senior Vice President

By: 

Name: Barry Solomon


Title: First Vice President

[Signature Page to Trademark Security Agreement]

EXHIBIT A

UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS
AND COLLECTIVE MEMBERSHIP MARKS

REGISTRATIONS

Mark	Registration #	Registration Date	Status
OUTDOOR EXPEDITION	4369893	July 16, 2013	Registered
SK8YARD	3755751	March 2, 2010	Registered*
DRI-MOTION	2923789	February 1, 2005	Registered*
	2170372	June 30, 1998	Registered
BASIC EQUIPMENT	1984744	July 2, 1996	Registered
BENCHLINE	1988856	July 23, 1996	Registered*

* Trademarks that are not in use, of no commercial value, and the registrations of which will be permitted to lapse.

APPLICATIONS

Mark	Application #	Application Date	Status
NONE			

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