

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM409455

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MANCHESTER INDUSTRIES INC. OF VIRGINIA		12/16/2016	Corporation: VIRGINIA
RECEIVING PARTY DATA			
Name:	NORTHWEST FARM CREDIT SERVICES, PCA, AS ADMINISTRATIVE AGENT		
Street Address:	2001 S. FLINT ROAD		
Internal Address:	P.O. BOX 2515		
City:	SPOKANE		
State/Country:	WASHINGTON		
Postal Code:	99220-2515		
Entity Type:	FEDERALLY CHARTERED PRODUCTION CREDIT ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3676180	WHERE EVERY CUSTOMER MATTERS	
CORRESPONDENCE DATA			
Fax Number:	9192868199		
<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:	919 286-8000		
Email:	PTO_TMconfirmation@mvalaw.com		
Correspondent Name:	MOORE & VAN ALLEN PLLC		
Address Line 1:	3015 CARRINGTON MILL BOULEVARD		
Address Line 2:	SUITE 400		
Address Line 4:	MORRISVILLE, NORTH CAROLINA 27560		
ATTORNEY DOCKET NUMBER:	037859.006		
NAME OF SUBMITTER:	John E. Slaughter, III		
SIGNATURE:	/John E. Slaughter, III/		
DATE SIGNED:	12/19/2016		
Total Attachments: 6			

OP \$40.00 3676180

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of December 16, 2016 (as amended, restated, supplemented or otherwise modified from time to time, this "Agreement"), is made by the entity identified as a grantor on the signature pages hereto (the "Grantor") in favor of NORTHWEST FARM CREDIT SERVICES, PCA, as administrative agent for the Secured Parties (as defined in the Credit Agreement referred to in the Collateral Agreement referenced below) (in such capacity together with its successors and permitted assigns, the "Administrative Agent").

WHEREAS the Grantor is party to a Collateral Agreement, dated as of October 31, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement") among the Grantor and the other grantors from time to time party thereto and the Administrative Agent pursuant to which the Grantor granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms used herein shall have the meanings given to them in the Collateral Agreement and the Credit Agreement, as applicable.

SECTION 2. GRANT OF SECURITY INTEREST

SECTION 2.1 Scope of Grant. The Grantor, as security for the payment and performance in full of the Secured Obligations of the Grantor (including, if the Grantor is a Subsidiary Guarantor, the Secured Obligations of the Grantor arising under the Subsidiary Guaranty Agreement), hereby pledges to the Administrative Agent, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all right, title and interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

- (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, internet domain names, trade styles, service marks, logos, other business identifiers, whether registered or unregistered, all registrations and recordings thereof, and all applications in connection therewith (other than each application to register any trademark or service mark prior to the filing under Applicable Law of a verified statement of use for such trademark or service mark) anywhere in the United States, including, without limitation, registrations and registration applications in the United States Patent and Trademark Office ("USPTO"), including, without limitation, the registrations and registrations applications listed on Schedule A hereto,

(ii) all reissues, extensions, continuations (in whole or in part) and renewals of any of the foregoing,

(iii) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing, including, without limitation, damages or payments for past, present or future infringements of any of the foregoing,

(iv) the right to sue for past, present or future infringements of any of the foregoing,

(v) all rights corresponding to any of the foregoing (including, without limitation, the goodwill), and

(vi) to the extent not otherwise included, all Proceeds and products of any and all of the foregoing, all Accessions to any of the foregoing and all collateral security and Supporting Obligations (as now or hereafter defined in the UCC) given by any Person with respect to any of the foregoing;

provided that the security interest granted herein shall not extend to, and the term “Trademark Collateral” shall not include, (a) any obligation or property of any kind due from, owed by or belonging to any Sanctioned Person or (b) any Excluded Assets.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 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, and acceptance by the USPTO, 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, solely to the extent, if any, that, and solely 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.

SECTION 3. COLLATERAL AGREEMENT

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the ratable benefit of itself and the Secured Parties pursuant to the Collateral Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall control.

SECTION 4. RECORDATION

The Grantor hereby authorizes and requests that the USPTO record this Agreement.

SECTION 5. TERMINATION

At such time as the Secured Obligations shall have been paid in full in cash and the Commitments have been terminated, the Trademark Collateral shall be released from the Liens created hereby, and this Agreement and all obligations (other than those expressly stated to survive such termination) of the Administrative Agent and the Grantor shall terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Trademark Collateral shall revert to the Grantor.

SECTION 6. GOVERNING LAW

This Agreement and the other Loan Documents and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement or any other Loan Document (except, as to any other Loan Document, as expressly set forth therein) and the transactions contemplated hereby shall be governed by, and construed in accordance with, the law of the State of New York.

SECTION 7. COUNTERPARTS

This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and shall be binding upon all parties, their successors and assigns, and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement or any document or instrument delivered in connection herewith by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement or such other document or instrument, as applicable.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

MANCHESTER INDUSTRIES INC. OF
VIRGINIA, as Grantor

By: 

Name: John D. Hertz

Title: Senior Vice President, Finance and Chief
Financial Officer

[Signature Page -- Trademark Security Agreement]

TRADEMARK
REEL: 005939 FRAME: 0973

Acknowledged and Agreed:

**NORTHWEST FARM CREDIT SERVICES,
PCA, as Administrative Agent**

By: Suann Harris

Name: Suann Harris

Title: Relationship Manager, VP

[Signature Page – Trademark Security Agreement]

**TRADEMARK
REEL: 005939 FRAME: 0974**

Schedule A to
Trademark Security Agreement of
Manchester Industries Inc. of Virginia

United States Trademarks of the Grantor

Trademark	Serial or Registration Number
WHERE EVERY CUSTOMER MATTERS	3676180