

12/23/2016

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900387468 12/19/2016

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM409439

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Swanson Group, Inc.		12/13/2016	Corporation:
Swanson Group MFG. LLC		12/13/2016	Corporation: Limited Liability Company
Swanson Group Aviation, LLC		12/13/2016	Limited Liability Company:
Swanson Group Sales Co.		12/13/2016	Corporation:
Swanson Group Export Co.		12/13/2016	Corporation:
Superior Leasing, LLC		12/13/2016	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Gordon Brothers Finance Company		
Street Address:	800 Boylston Street, 27th Floor		
Internal Address:	Prudential Tower		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02199		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	3724836	SWANSON GROUP	
Registration Number:	4189789	BARRIER FILM	
Registration Number:	3869245	B-MATTE	
Registration Number:	1339233	DECRAGUARD	
Registration Number:	1907861	ENVIROFORM	
Registration Number:	0766986	GUARDIAN	
Registration Number:	3780826	HI-FLOW	
Registration Number:	1593039	HIGHWAY HDO	
Registration Number:	1036817	MULTIPOUR	
Registration Number:	1399434	SIGNAL	
Registration Number:	0738472	SKIDGUARD	
Registration Number:	1220916	TUF-TRED	
Registration Number:	1360563	TWO STEP	

Company:
BWM
12/23/16

CH \$415.00 3724836

Property Type	Number	Word Mark
Registration Number:	4681012	EZPOUR
Registration Number:	4681015	TRUMATTE
Registration Number:	4681016	TRUPOUR

CORRESPONDENCE DATA

Fax Number: 6173106001
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: 16173106222
Email: wilsonmurphyb@gtlaw.com
Correspondent Name: Barrett Wilson-Murphy
Address Line 1: Greenberg Traurig, LLP
Address Line 2: One International Place, Suite 2000
Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:	Barrett Wilson-Murphy
SIGNATURE:	/Barrett Wilson-Murphy/
DATE SIGNED:	12/19/2016

Total Attachments: 6
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**FIRST AMENDMENT TO
TRADEMARK COLLATERAL
SECURITY AND PLEDGE AGREEMENT**

This First Amendment to Trademark Collateral Security and Pledge Agreement (this "Amendment"), dated as of December 13, 2016, is entered into 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, dated as of June 28, 2016 (as it may be amended, amended and restated, joined, supplemented or otherwise modified from time to time, the "Term Loan Agreement"), among the Borrowers, the Lenders, and the Administrative Agent.

WHEREAS, the Borrowers, the Lenders, and the Administrative Agent are parties to that certain Trademark Collateral Security and Pledge Agreement dated as of June 28, 2016 (the "Trademark Collateral Security and Pledge Agreement"); and

WHEREAS, the Borrowers have requested that the Lenders extend certain additional financing to the Borrowers pursuant to the terms of that certain First Amendment to Term Loan Agreement of even date herewith (the "Term Loan Amendment"), which amendment provides for, among other things, the Term Loan Lenders to make an additional term loan to the Credit Parties in the original principal amount of \$10,500,000 (the "First Amendment Incremental Term Loan"); and

WHEREAS, it is a condition precedent to the effectiveness of the Term Loan Amendment and the willingness of the Lenders to make the First Amendment Incremental Term Loan that the Administrative Agent and the Borrowers enter into this Amendment.

NOW THEREFORE, in consideration of the foregoing, the mutual agreements herein contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. **Definitions.** Terms used but not otherwise defined herein shall have the meanings given to them in the Term Loan Agreement.

2. **Amendments.**

A. **Amendment to Schedule A.** Schedule A of the Trademark Collateral Security and Pledge Agreement is hereby amended by deleting such Schedule in its entirety and substituting therefor the Schedule attached to this Amendment as Schedule A.

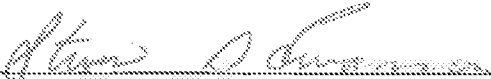
3. **No Other Changes**. Except as explicitly amended or modified by this Amendment, all of the terms and conditions of the Trademark Collateral Security and Pledge Agreement remain in full force and effect. Each party hereto agrees that as of the date of this Amendment all of the parties to the Trademark Collateral Security and Pledge Agreement are, and have been, in full compliance with the terms and conditions of the Trademark Collateral Security and Pledge Agreement.


4. **Counterparts**. This Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original and all of which counterparts, taken together, shall constitute one and the same instrument.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]


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

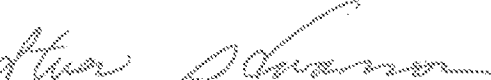
By: 
Name: Richard L. Bernheisel
Title: Vice President and CFO

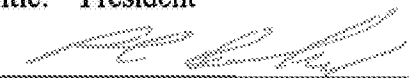
SWANSON GROUP MFG. LLC

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

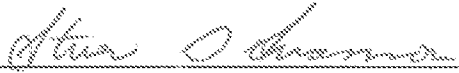
By: 
Name: Richard L. Bernheisel
Title: Vice President and CFO

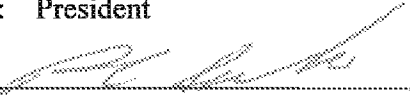
SWANSON GROUP SALES CO.

By: 
Name: Steven D. Swanson
Title: President


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

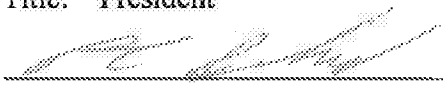
SWANSON GROUP EXPORT CO.

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

[First Amendment to Trademark Collateral Security and Pledge Agreement]

**GORDON BROTHERS FINANCE
COMPANY,**

as Administrative Agent

By: 

Name:

Patricia Galeotti

Title:

Vice President

[First Amendment to Trademark Collateral Security and Pledge Agreement]

SCHEDULE A

Trademarks and Trademark Registrations

<u>Trademark or Service Mark</u>	<u>Registrations -- United States Patent and Trademark Office Registration No.</u>	<u>Registration Date</u>
"SWANSON GROUP"	3724836	December 15, 2009
"BARRIER FILM"	TMA859401(Canada)	September 6, 2013
"BARRIER FILM"	4189789	August 14, 2012
"B-MATTE"	3869245	November 2, 2010
"DECRA GUARD"	1339233	June 4, 1985
"ENVIROFORM"	1907861	July 25, 1995
"GUARDIAN"	766986	March 24, 1964
"HI-FLOW"	2536198 (UK)	February 18, 2011
"HI-FLOW"	3780826	April 27, 2010
"HIGHWAY HDO"	1593039	April 24, 1990
"MULTIPOUR"	1036817	March 30, 1976
"SIGNAL"	1399434	July 1, 1986
"SKID GUARD"	738472	October 2, 1962
"TUF-TRED"	1220916	December 21, 1982
"TWO STEP"	1360563	September 17, 1985
"EZPOUR"	4681012	February 3, 2015
"TRUMATTE"	4681015	February 3, 2015
"TRUPOUR"	4681016	February 3, 2015