

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM410325

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Strong America Limited		12/23/2016	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	Keybank National Association		
Street Address:	660 White Plains Road, 2nd Floor		
City:	Tarrytown		
State/Country:	NEW YORK		
Postal Code:	10591		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	4839414	FAMILY ELEPHANT	
Registration Number:	3945424		
Registration Number:	4933029	GREEN ACRE	
Registration Number:	5035326	GOLDEN SMELL	
Serial Number:	87210348	SEASTAR	
Serial Number:	87210285	DOUBLE LANTERN BRAND	
Serial Number:	87190943	HUANG DUAN XIANG 1987	
Serial Number:	87129102	XINYI XINYI	
Serial Number:	86719515	REDOLENT	
CORRESPONDENCE DATA			
Fax Number:	8669471121		
<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:	5852631065		
Email:	nytm@nixonpeabody.com		
Correspondent Name:	Kristen M. Walsh, Nixon Peabody LLP		
Address Line 1:	1300 Clinton Square		
Address Line 4:	Rochester, NEW YORK 14604		
NAME OF SUBMITTER:	Kristen M. Walsh		

CH \$240.00 4839414

SIGNATURE:	/kristenmwash/
DATE SIGNED:	12/28/2016
Total Attachments: 6 source=06. Trademark Security Agreement [Executed]#page1.tif source=06. Trademark Security Agreement [Executed]#page2.tif source=06. Trademark Security Agreement [Executed]#page3.tif source=06. Trademark Security Agreement [Executed]#page4.tif source=06. Trademark Security Agreement [Executed]#page5.tif source=06. Trademark Security Agreement [Executed]#page6.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 23, 2016 (this “**Agreement**”), is made by STRONG AMERICA LIMITED, a New York corporation (the “**Grantor**”), in favor of KEYBANK NATIONAL ASSOCIATION (the “**Secured Party**”).

RECITALS:

WHEREAS, NYM Holding, Inc., a Delaware corporation (the “**Borrower**”), and the Secured Party are parties to that certain Credit Agreement dated as of December 23, 2016 (as the same may be amended, restated, modified, supplemented or replaced from time to time, the “**Credit Agreement**”), pursuant to which the Secured Party has agreed to (i) make available to the Borrower a \$5,000,000 revolving credit facility for the making, from time to time, of Advances (as defined therein) and the issuance, from time to time, of Letters of Credit (as defined therein), (ii) make the Effective Date Term Loan (as defined therein) in an aggregate principal amount of \$15,000,000 on the Effective Date (as defined therein), and (iii) make the Delayed Draw Term Loan (as defined therein) in an aggregate principal amount of up to \$5,000,000 on or within 365 days following the Effective Date, in each case on the terms and subject to the conditions set forth in the Credit Agreement; and

WHEREAS, it is a condition to entering into the Credit Agreement, and the making by the Secured Party of advances under such Credit Agreement, that the Grantor grant to Secured Party a first-priority security interest in the Collateral (as such term is hereinafter defined) to secure full and timely payment and performance of all of the Secured Obligations (as defined in that certain Security Agreement, dated as of December 23, 2016 (the “**Security Agreement**”), by and among the Borrower, certain subsidiaries of the Borrower party thereto, and the Secured Party); and

WHEREAS, it is a condition to the obligations of the Secured Party to make the Loans under the Loan Agreement that the Grantor execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

2. Grant of Security Interest in Trademark Collateral. The Grantor hereby grants to the Secured Party a continuing security interest in all of the Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “Collateral”):

(a) all of its trademarks, trademark registrations and trademark applications to which it is or shall be a party, including, without limitation, the trademarks, trademark registrations, and trademark applications referred to in Schedule I annexed hereto, and all

of the goodwill of the business connected with the use of, and symbolized by, each trademark, trademark registration or trademark application;

(b) all renewals of the foregoing; and

(c) all products and proceeds of the foregoing, including, without limitation, all claims by the Grantor against third parties for past, present or future (i) infringement or dilution of any trademark or trademark registration including, without limitation, the trademarks and trademark registrations referred to in Schedule I annexed hereto, the trademark registrations issued with respect to the trademark applications referred in Schedule I, or (ii) injury to the goodwill associated with any trademark or trademark registration.

3. Security Agreement. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Secured Party pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. Further Acts. On a continuing basis, the Grantor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary or advisable or may be requested by the Secured Party to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure the Grantor's compliance with this Agreement or to enable the Secured Party to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with the United States Patent and Trademark Office or any applicable state office. The Secured Party may record this Agreement, an abstract thereof, or any other document describing the Secured Party's interest in the Collateral with the United States Patent and Trademark Office, at the expense of the Grantor.

5. Authorization to Supplement. The Grantor agrees to provide written notice to the Secured Party of any additional material trademarks registered in the United States or applications therefor after the date hereof. The Grantor authorizes the Secured Party unilaterally to modify this Agreement by amending Schedule I hereto to include any future material trademarks registered in the United States or applications therefor of the Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule I hereto shall in any way affect, invalidate or detract from the Secured Party's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the Grantor, the Secured Party and their respective successors and assigns.

7. Termination. Upon payment and performance in full of all Secured Obligations (other than contingent indemnification obligations), the security interests created by

this Agreement shall terminate and the Secured Party (at the Grantor's expense) shall promptly execute and deliver to the Grantor such documents and instruments reasonably requested by the Grantor as shall be necessary to evidence termination of all such security interests given by the Grantor to the Secured Party hereunder, including cancellation of this Agreement by written notice from the Secured Party to the United States Patent and Trademark Office.

8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York applicable to contracts fully executed, delivered and performed in the State of New York, regardless of where actually executed, delivered and performed and regardless of contrary rules or principles of conflicts or choice of laws; except to the extent that the validity or perfection of the security interest or the remedies hereunder in respect of the Collateral are governed by the laws of a jurisdiction other than New York.

[Signature Pages Follow]

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.

STRONG AMERICA LIMITED

By: _____
Name: *Mei Deng*
Title: *Authorized Signatory*

[Signature Page to Trademark Security Agreement]

ACCEPTED AND ACKNOWLEDGED BY:

KEYBANK NATIONAL ASSOCIATION

By: 

Name: John J. Sullivan

Title: Senior Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005952 FRAME: 0355

SCHEDULE I

Registered Trademarks

<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Registered Owner</u>	<u>Mark</u>
U.S. Patent and Trademark Office	4839414	10/27/2015	08/05/2014	Strong America Limited	Family Elephant
U.S. Patent and Trademark Office	3945424	4/12/2011	11/24/2009	Strong America Limited	Feiyan
U.S. Patent and Trademark Office	4933029	4/5/2016	4/17/2014	Strong America Limited	Green Acre
U.S. Patent and Trademark Office	5035326	9/6/2016	12/31/2015	Strong America Limited	GOLDEN SMELL

Pending Trademark Applications

<u>Jurisdiction</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Applicant</u>	<u>Mark</u>
U.S. Patent and Trademark Office	87210348	10/20/2016	Strong America Limited	SEASTAR
U.S. Patent and Trademark Office	87210285	10/20/2016	Strong America Limited	ShuangDeng/Double Lantern Brand
U.S. Patent and Trademark Office	87190943	10/3/2016	Strong America Limited	Huang Duan Xiang 1987
U.S. Patent and Trademark Office	87129102	8/5/2016	Strong America Limited	Xinyi Xinyi
U.S. Patent and Trademark Office	86719515	08/10/2015	Strong America Limited	REDOLENT