

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM414519

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
P.T. International Corp.		01/31/2017	Corporation: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	Associated Bank, N.A. as agent		
Street Address:	45 South 7th Street, Suite 2900		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87064201	PTI WE REVOLVE AROUND YOU	
CORRESPONDENCE DATA			
Fax Number:	6123408827		
<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:	612.492.6819		
Email:	ip.docket@dorsey.com		
Correspondent Name:	Evan P. Everist		
Address Line 1:	Dorsey & Whitney LLP		
Address Line 2:	50 South Sixth Street, Suite 1500		
Address Line 4:	Minneapolis, MINNESOTA 55402-1498		
NAME OF SUBMITTER:	Evan Everist		
SIGNATURE:	/Evan Everist/		
DATE SIGNED:	02/01/2017		
Total Attachments: 4			
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**SUPPLEMENTAL CONFIRMATORY GRANT OF SECURITY INTEREST IN
TRADEMARKS**

THIS SUPPLEMENTAL CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS made effective as of January 31, 2017, by and from P.T. INTERNATIONAL CORP., a North Carolina corporation, (the "Grantor"), to and in favor of ASSOCIATED BANK, N.A., a national banking association (the "Secured Party") for itself and as agent for the Lenders (as defined in the Credit Agreement referenced below).

WITNESSETH:

WHEREAS, PTI Ultimate Holdings, Inc., a Delaware corporation (the "Parent"), P.T. International Holdings, Inc., a Delaware corporation (the "Intermediate Parent"), the Grantor, the Secured Party, and the Lenders are parties to that certain Credit Agreement dated as of September 28, 2012 (as amended, supplemented, extended, restated, or otherwise modified from time to time prior to the date hereof, the "Existing Credit Agreement");

WHEREAS, in connection with the Existing Credit Agreement, the Parent, the Intermediate Parent, and the Grantor executed and delivered a Pledge and Security Agreement dated as of September 28, 2012 (as amended, supplemented, extended, restated, or otherwise modified from time to time prior to the date hereof, the "Existing Security Agreement");

WHEREAS, pursuant to the Existing Security Agreement, the Grantor executed and delivered to the Agent, for itself and the ratable benefit of the Lenders, a Confirmatory Grant of Security Interest in Trademarks, which was recorded with the United States Patent and Trademark Office on September 28, 2012, at Reel 4869, Frame 0281 (the "Existing Confirmatory Grant");

WHEREAS, the Grantor, the Parent, the Intermediate Parent, and effective upon the consummation of the Acquisition (LMS) (as defined in the Credit Agreement), Lafayette Military Supply Incorporated, a Colorado corporation, the Secured Party, and the Lenders have agreed to amend and restate (i) the Existing Credit Agreement, and enter into an Amended and Restated Credit Agreement dated as of the date hereof (as the same may hereafter be amended, supplemented, extended, restated, or otherwise modified from time to time, the "Credit Agreement"); and (ii) the Existing Security Agreement, and enter into an Amended and Restated Security Agreement dated as of the date hereof (as the same may hereafter be amended, supplemented, restated, or otherwise modified from time to time, the "Security Agreement");

WHEREAS, in addition to the trademarks described in the Existing Confirmatory Grant, the Grantor owns the trademarks and trademark applications (the "Trademarks") listed on Exhibit A attached hereto, which are registered or applied for with the United States Patent and Trademark Office;

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver to the Agent, for itself and the ratable benefit of the Lenders, this Supplemental Confirmatory Grant of Security Interest in Trademarks; and

WHEREAS, this Supplemental Confirmatory Grant of Security Interest in Trademarks supplements and does not replace the Existing Confirmatory Grant;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement.

2) The Security Interest.

(a) The Grantor hereby grants to the Secured Party a security interest in all of the Trademarks now owned or from time to time after the date hereof owned or acquired by the Grantor, including those Trademarks set forth in Exhibit A;

(b) Notwithstanding the immediately preceding Section 2(a), this Confirmatory Grant will not relate to or affect Grantor's trademark applications based on intent-to-use marks—which are identified in Exhibit A—until after such time as a verified amendment to allege use or statement of use is filed and accepted by the U.S. Patent and Trademark Office for such trademark applications and the marks are actually used in commerce; and


(c) Unless and until an Event of Default shall occur and be continuing, the Grantor shall retain the legal and equitable title to the Trademarks, and shall have the right to use and register the Trademarks in the ordinary course of the business of the Grantor.

3) The Security Agreement. The security interests granted pursuant to this Confirmatory Grant are granted in conjunction with the security interests granted to the Secured Party, on behalf of itself and the Lenders, 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 Trademarks 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.

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IN WITNESS WHEREOF, the Grantor has executed this Supplemental Confirmatory Grant of Security Interest in Trademarks effective as of the date first written above.

P.T. INTERNATIONAL CORP.

By: 
Name: Stephen Soderling
Title: Vice President

Address for the Grantor:
c/o P.T. International Corp.
301 Carlson Parkway, Suite 325
Minnetonka, Minnesota 55305
Attn: Stephen Soderling
Fax: (952) 345-2001

Address for the Secured Party:
Associated Bank, N.A.
45 South 7th Street, Suite 2900
Minneapolis, Minnesota 55402
Attn: Nicholas G. Myers
Fax: (612) 338-3950

SUPPLEMENTAL CONFIRMATORY GRANT OF SECURITY INTEREST TRADEMARKS

Exhibit A - SCHEDULE OF TRADEMARKS

Trademark	Application Number	Application Date	Registration Number	Registration Date
PTI WE REVOLVE AROUND YOU	87064201	08-JUN-2016	N/A	N/A