

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM415227

| | |
|------------------------------|---|
| SUBMISSION TYPE: | CORRECTIVE ASSIGNMENT |
| NATURE OF CONVEYANCE: | Corrective Assignment to correct the Nature of Conveyance previously recorded on Reel 001401 Frame 0929. Assignor(s) hereby confirms the the nature of conveyance should be Security Agreement. |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|--------------------------------|----------|----------------|--------------------|
| Toronto Dominion (TEXAS), Inc. | | 07/28/1995 | Corporation: TEXAS |

RECEIVING PARTY DATA

| | |
|------------------------|---------------------------|
| Name: | Fleet Bank - NH, as Agent |
| Street Address: | 650 Elm Street |
| City: | Manchester |
| State/Country: | NEW HAMPSHIRE |
| Postal Code: | 03101 |
| Entity Type: | Bank: NEW HAMPSHIRE |

PROPERTY NUMBERS Total: 7

| Property Type | Number | Word Mark |
|----------------------|---------|--------------------|
| Registration Number: | 1848558 | PITCO |
| Registration Number: | 0821449 | FRIALATOR |
| Registration Number: | 1385139 | PITCO FRIALATOR |
| Registration Number: | 1406321 | FAT VAT |
| Registration Number: | 1418280 | SNAXMASTER |
| Registration Number: | 0789068 | PITMAN MASTERMATIC |
| Registration Number: | 1398416 | TURBO-FRY |

CORRESPONDENCE DATA

Fax Number: 3123214299

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: 312-321-4200

Email: usassignments@brinksgilson.com, sfrohling@brinksgilson.com, rlamontagna@brinksgilson.com, rpetitt@brinksgilson.com

Correspondent Name: Brinks Gilson & Lione

Address Line 1: 455 N. Cityfront Plaza Drive

Address Line 2: NBC Tower - Suite 3600

Address Line 4: Chicago, ILLINOIS 60611

CH \$190.00 1848558

| | |
|--------------------------------|----------------------|
| ATTORNEY DOCKET NUMBER: | 12361.00025 SHF-1353 |
| NAME OF SUBMITTER: | Susan H. Frohling |
| SIGNATURE: | /Susan H. Frohling/ |
| DATE SIGNED: | 02/07/2017 |

Total Attachments: 6

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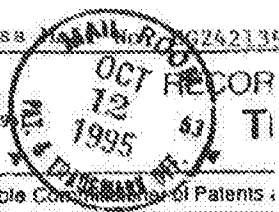
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Form PTO-1594
Rev. 6-93

US No. 0651-0011 (exp. 4/95)

Tab settings

To the Honorable Commissioner of Patents



11-15-1995



ET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

original documents or copy thereof.

MAR 10 1995

1. Name of conveying party(ies):
Toronto Dominion (TEXAS), Inc.
909 Fannin Street, Suite 1700
Houston, Texas 77010

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment of security interest
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: July 28, 1995

2. Name and address of receiving party(ies)

Name: Fleet Bank - NH, as Agent

Internal Address:

Street Address: 650 Elm Street

City: Manchester State: NH ZIP: 03101

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other Bank

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

See Attached Schedule A (USA only)

B. Trademark Registration No.(s)

See Attached Schedule A (USA only)

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Marcia LaTorre, Assistant Vice President

Internal Address: Fleet Bank - NH

Street Address: 650 Elm Street

City: Manchester State: NH ZIP: 03101

6. Total number of applications and registrations involved: 9

7. Total fee (37 CFR 3.41) \$ 240.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Marcia C. LaTorre
Name of Person Signing

Marcia LaTorre
Signature

10/6/95

Date

Total number of pages including cover sheet, attachments, and document: 6

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington D.C. 20231

TRADEMARK
REEL: 1401 FRAME: 0929

TRADEMARK
REEL: 005984 FRAME: 0874

Schedule A

| <u>Application or Trademark No.</u> | <u>Country</u> | <u>Issue or Registration Date</u> | <u>Mark</u> |
|-------------------------------------|----------------|-----------------------------------|--------------------|
| 1. 1,848,558 | USA | 8/9/94 | PITCO |
| 2. 821,449 | USA | 1/3/67 | FRIALATOR |
| 3. 1,385,139 | USA | 3/4/86 | PITCO FRIALATOR |
| 4. 1,406,321 | USA | 8/19/86 | FAT VAT |
| 5. 1,385,139 | USA | 3/4/86 | PITCO FRIALATOR |
| 6. 1,418,290 | USA | 11/25/86 | SNAXMASTER |
| 7. 821,449 | USA | 1/3/67 | FRIALATOR |
| 8. 789,068 | USA | 5/4/65 | PITMAN MASTERMATIC |
| 9. 1,398,416 | USA | 6/24/86 | TURBO-FRY |

PITCO FRIALATOR/FOREIGN

| | | | |
|----------------|----------------|----------|-----------|
| 1. 117,759 | Canada | 4/29/60 | FRIALATOR |
| 2. 159,473 | Italy | 11/11/60 | FRIALATOR |
| 3. 160,688 | Italy | 11/11/60 | PITCO |
| 4. 49,847 | Benelux | 9/8/71 | PITCO |
| 5. 49,848 | Benelux | 9/8/76 | FRIALATOR |
| 6. 5482/67 | Bophuthatawana | 12/12/77 | FRIALATOR |
| 7. 5483/67 | Bophuthatawana | 12/12/77 | PITCO |
| 8. 5482/67 | S. Africa | 12/12/77 | FRIALATOR |
| 9. 5483/67 | S. Africa | 12/12/77 | PITCO |
| 10. 5482/67 | Venda | 12/12/77 | FRIALATOR |
| 11. 5483/67 | Venda | 12/12/77 | PITCO |
| 12. 1,097,015 | France | 5/15/79 | PITCO |
| 13. 870,764 | Germany | 8/1/79 | PITCO |
| 14. 883,361 | Germany | 8/8/80 | FRIALATOR |
| 15. 01987/1971 | Denmark | 7/30/81 | FRIALATOR |
| 16. 455/1972 | Denmark | 2/11/82 | PITCO |
| 17. 844,289 | U.K. | 1/25/84 | FRIALATOR |
| 18. 844,290 | U.K. | 1/25/84 | PITCO |
| 19. 1,703,060 | France | 7/5/90 | FRIALATOR |
| 20. 49848 | Benelux | 9/8/76 | FRIALATOR |
| 21. 49847 | Benelux | 9/8/71 | PITCO |
| 22. 1987/1971 | Denmark | 7/30/81 | FRIALATOR |
| 23. 453/1972 | Denmark | 2/11/82 | PITCO |
| 24. 1145808 | France | 8/1/80 | FRIALATOR |
| 25. 1097015 | France | 5/15/79 | PITCO |
| 26. 883361 | W. Germany | 8/8/80 | FRIALATOR |
| 27. 870764 | W. Germany | 8/1/79 | PITCO |
| 28. 159473 | Italy | 11/11/60 | FRIALATOR |
| 29. 160688 | Italy | 11/11/60 | PITCO |
| 30. 5482/67 | S. Africa | 12/12/77 | FRIALATOR |
| 31. 5483/67 | S. Africa | 12/12/77 | PITCO |
| 32. 844289 | U.K. | 1/25/84 | FRIALATOR |
| 33. 844290 | U.K. | 1/25/84 | PITCO |
| 34. 5482/67 | Bophuthatawana | 12/12/77 | FRIALATOR |
| 35. 5483/67 | Bophuthatawana | 12/12/77 | PITCO |
| 36. 5482/67 | Venda | 12/12/77 | FRIALATOR |
| 37. 5483/67 | Venda | 12/12/77 | PITCO |
| 38. 117,759 | Canada | 4/29/86 | FRIALATOR |

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ASSIGNMENT AND ACCEPTANCE AGREEMENT

Dated as of July 28, 1995

Reference is made to the Credit Agreement, dated as of December 21, 1988, as amended and restated through May 14, 1990 (and as thereafter amended or otherwise modified, extended or restated from time to time, the "Credit Agreement"), among G.S. BLODGETT CORPORATION, a Vermont corporation and the successor by merger to B.M.G. NEWCO INC. (the "Borrower"), certain subsidiaries of the Borrower, TORONTO DOMINION (TEXAS), INC. (as successor to THE TORONTO-DOMINION BANK TRUST COMPANY) as agent and the Lenders named therein. Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Credit Agreement.

THE TORONTO-DOMINION BANK (the "Assignor") and FLEET BANK-NH (the "Assignee") agree as follows:

1. The Assignor hereby sells and assigns to the Assignee, and the Assignee hereby purchases from the Assignor, all of the Assignor's rights, title and interests in and to, and assumes all of its obligations under, the Credit Agreement and all of the other Loan Documents as of the Effective Date (as defined below), including, without limitation, a 100% interest in the Revolving Loan Commitment of the Assignor on the Effective Date and a 100% interest in the Loans owing to the Assignor outstanding on the Effective Date, together with a 100% percentage interest in all unpaid interest with respect to such Loans and the Commitment Fee owing to the Assignor that has accrued to the Effective Date.

2. The Assignor (i) represents that as of the date hereof (before giving effect to the assignment provided for herein), (a) its Revolving Loan Commitment is 56.66094887% of the Total Revolving Loan Commitment, (b) the outstanding principal balance of its Revolving Loans is \$3,807,163.65, (c) the outstanding principal balance of its Term Loans is \$5,382,790.14, and (d) the outstanding principal amount of all Term Loans owing to the Assignor represents 56.66094887% of the outstanding principal amount of all Term Loans outstanding; (ii) makes no representation or warranty and assumes no responsibility with respect to any statements, warranties or representations made in or in connection with the Credit Agreement or the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Credit Agreement or any Loan Document or other instrument or document furnished pursuant thereto, other than that it is the legal and beneficial owner of the interest being assigned by it hereunder and that such interest is free and clear

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of any adverse claim, lien or other encumbrance; (iii) makes no representation or warranty and assumes no responsibility with respect to the financial condition of the Borrower or the performance or observance by the Borrower of any of its obligations under the Credit Agreement or any other instrument or document furnished pursuant thereto; and (iv) attaches the Revolving Loan Note and the Term Loan Note held by it and requests that such Notes be exchanged for a new Revolving Loan Note and a new Term Loan Note payable to the Assignee in a principal amount equal to \$12,727,272.73 and \$8,636,363.64 respectively.

3. The Assignor represents and warrants that it is legally authorized to enter into this Assignment and Assumption Agreement and to consummate the transactions contemplated to be performed by it hereunder.

4. The Assignee (i) represents and warrants that it is legally authorized to enter into this Assignment and Acceptance Agreement; (ii) confirms that it has received a copy of the Credit Agreement and all amendments and waivers thereto through the date hereof, all as set forth in the attached Exhibit A, together with copies of the most recent financial statements delivered pursuant to Section 3.05 or 5.05 thereof and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Assignment and Acceptance Agreement; (iii) agrees that it will, independently and without reliance upon the Agent, the Assignor or any other Lender and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Credit Agreement; (iv) confirms that it is an Eligible Assignee; (v) agrees that it will perform in accordance with their terms all the obligations which by the terms of the Credit Agreement are required to be performed by it as a Lender.

5. The effective date for this Assignment and Acceptance Agreement shall be July 27, 1995 (the "Effective Date"). Following the execution of this Assignment and Acceptance Agreement, it will be delivered to the Agent for acceptance and recording by the Agent pursuant to Section 10.03 of the Credit Agreement.

6. Upon such acceptance and recording, from and after the Effective Date, (i) the Assignee shall be a party to the Credit Agreement and, to the extent provided in this Assignment and Acceptance Agreement, have the rights and obligations of a Lender thereunder and (ii) the Assignor shall cease to be a party to the Credit Agreement and shall, to the extent provided in this Assignment and Acceptance Agreement, relinquish its rights and be released from its obligations under the Credit Agreement.

7. Upon such acceptance and recording, from and after the Effective Date, the Agent shall make all payments in respect of the interest assigned hereby (including payments of principal, interest, fees and other amounts) to the Assignee. The Assignor and Assignee shall make all appropriate adjustments in payments for periods prior to the Effective Date by the Agent or with respect to the making of this assignment directly between themselves.

8. This Assignment and Acceptance Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, this Assignment and Acceptance Agreement has been duly executed and delivered as of the date first written above.

THE TORONTO-DOMINION BANK

By: Oliver Gale
Title:

FLEET BANK-NH

By: Marina Chatur
Title: VP

EXHIBIT A

| Document | Date |
|--|-------------------|
| Amendments | |
| 1. First Amendment to Credit Agreement | May 10, 1989 |
| 2. Second Amendment to Credit Agreement | December 21, 1989 |
| 3. Third Amendment to Credit Agreement | May 14, 1990 |
| 4. Fourth Amendment to Credit Agreement | January 31, 1991 |
| 5. Waiver and Amendment to Amended and Restated Credit Agreement | June 28, 1991 |
| 6. Fifth Amendment to Credit Agreement | August 21, 1991 |
| 7. Sixth Amendment and Waiver to the Credit Agreement | June 17, 1992 |
| 8. Letter Amending Credit Agreement | October 1, 1992 |
| 9. Seventh Amendment to the Credit Agreement | March 17, 1993 |
| 10. Eighth Amendment to the Credit Agreement | August 16, 1993 |
| 11. Ninth Amendment to the Credit Agreement | June 20, 1994 |
| 12. Tenth Amendment to the Credit Agreement | April 24, 1995 |
| Waivers | |
| 1. Waiver | March 22, 1989 |
| 2. Waiver | March 29, 1990 |
| 3. Release and Waiver | April 30, 1990 |
| 4. Release and Waiver | May 1, 1990 |
| 5. Waiver | May 30, 1990 |
| 6. Waiver | August 15, 1994 |
| 7. Waiver Letter | December 31, 1994 |

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RECORDED: 10/12/1995

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RECORDED: 02/07/2017

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