

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM418318

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dyno LLC, as Grantor		02/02/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	SunTrust Bank, as Administrative Agent		
Street Address:	303 Peachtree Steet, 23rd Floor		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30308		
Entity Type:	Domestic Bank: GEORGIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4528267	QUILTPRO	
Serial Number:	86824429	MAKE JOY CRAFTING COMPANY	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	erobinson@hunton.com		
Correspondent Name:	Erika Robinson		
Address Line 1:	600 Peachtree St NE Suite 4100		
Address Line 2:	c/o Hunton & Williams LLP		
Address Line 4:	Atlanta, GEORGIA 30308		
NAME OF SUBMITTER:	Erika Robinson		
SIGNATURE:	/ErikaRobinson/		
DATE SIGNED:	03/03/2017		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of February 2, 2017, is made by the entity listed on the signature pages hereof ("Grantor") in favor of SunTrust Bank ("SunTrust"), as administrative agent (in such capacity, together with its successors and permitted assigns, "Agent") for the Lender Group (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of May 2, 2013 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Dyno LLC, a Delaware limited liability company, as Borrower Representative, the other Borrowers party thereto from time to time, the Guarantors party thereto from time to time, the financial institutions party thereto from time to time as Lenders and SunTrust, as administrative agent for the Lenders, as Issuing Bank, and as Swing Bank, the Lenders and the Issuing Bank have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for the benefit of itself and the Lender Group, this Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the Issuing Bank and Agent to enter into the Credit Agreement and to induce the Lenders and the Issuing Bank to make their respective extensions of credit to the Borrowers thereunder, Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Lender Group, and grants to Agent for the benefit of the Lender Group a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all Intellectual Property Licenses providing for the grant by or to Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to

sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark 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.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and Intellectual Property Licenses subject to a security interest hereunder.

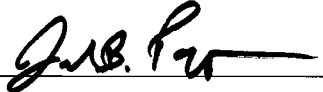
Section 5. Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page to this Agreement by facsimile transmission or by e-mail transmission of an electronic file in Adobe Corporation's Portable Document Format (or PDF) shall be as effective as delivery of a manually executed counterpart of this Agreement.

Section 6. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Georgia.

[Remainder of Page Intentionally Blank]

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

DYNO LLC,
as a Grantor

By: 
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:

SUNTRUST BANK,
as Agent

By: 

Name:

Title:

Joseph H. Messersmith
Director

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

REGISTERED TRADEMARKS

<u>GRANTOR</u>	<u>TRADEMARK/SERVICE MARK</u>	<u>REGISTRATION NO.</u>	<u>REG. DATE</u>
<u>DYNO LLC</u>	<u>QUILTPRO</u>	<u>4528267</u>	<u>5/13/14</u>

TRADEMARK APPLICATIONS:

<u>GRANTOR</u>	<u>TRADEMARK/SERVICE MARK</u>	<u>REGISTRATION NO.</u>	<u>APPLICATION DATE</u>
<u>DYNO LLC</u>	<u>MAKE JOY CRAFTING COMPANY</u>	<u>86824429</u>	<u>11/18/2015</u>

SCHEDULE I

SunTrust/Dyno – Trademark Security Agreement (Fourth Amendment)
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