

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM418413

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Addendum to Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Hilsinger Company		01/20/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Madison Capital Funding LLC, as Agent		
Street Address:	30 South Wacker Dr., Suite 3700		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: ILLINOIS		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	87224290	CROAKIES	
Registration Number:	1468141	CROAKIES FLOATER	
Serial Number:	86929111	SUITERS	
Registration Number:	1868071	TERRA-CORDS	
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>			
Phone:	312-782-3939		
Email:	jgatenio@jonesday.com		
Correspondent Name:	Jaime Gatenio		
Address Line 1:	77 W. Wacker Dr., Suite 3500		
Address Line 2:	c/o Jones Day		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	108344-600027		
NAME OF SUBMITTER:	Jaime Gatenio		
SIGNATURE:	/Jaime Gatenio/		
DATE SIGNED:	03/06/2017		
Total Attachments: 5			

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ADDENDUM TO TRADEMARK SECURITY AGREEMENT

THIS ADDENDUM TO TRADEMARK SECURITY AGREEMENT (this “*Addendum*”) is made and entered into this 20th day of January 2017, by and among, **The Hilsinger Company**, Delaware corporation (“*Grantor*”), in favor of **Madison Capital Funding LLC**, as agent (in such capacity, the “*Agent*”) for all Lenders party to the Credit Agreement referred to below.

RECITALS

WHEREAS, the Grantor is party to that certain Credit Agreement, dated as of May 23, 2014, with the financial institutions that are or may from time to time become parties thereto (the “*Lenders*”) and the Agent (as amended, supplemented, restated or otherwise modified from time to time, the “*Credit Agreement*”);

WHEREAS, in connection with the Credit Agreement, the Grantor executed and delivered to the Agent (i) that certain Guaranty and Collateral Agreement (the “*Collateral Agreement*”) and (ii) that certain Trademark Security Agreement recorded in the United States Patent and Trademark Office at Reel/Frame 5287/0148 (the “*Original Trademark Security Agreement*”), each dated May 23, 2014 under which, among other things, the Grantor granted the Agent a continuing security interest in the Trademark Collateral, as in existence as of such date, to secure all Secured Obligations;

WHEREAS, since the date of the Original Trademark Security Agreement, the Grantor has acquired, created or otherwise come into possession of Additional Trademark Collateral (as defined below);

WHEREAS, under the terms of the Credit Agreement and Collateral Agreement, the Grantor is required to grant the Agent a security interest in all of the Additional Trademark Collateral to secure all Secured Obligations; and the Grantor now desires to grant the Agent the required security interest in the Additional Trademark Collateral and the Agent desires to accept the grant of such security interest all in accordance with the terms hereof.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees to grant to Agent for the ratable benefit of the Lenders, as follows:

SECTION 1 – Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Addendum, including its preamble and recitals, have the meanings provided in the Original Trademark Security Agreement.

SECTION 2 – Grant of Security Interest. Grantor hereby grants to the Agent, to secure the Secured Obligations, a continuing security interest in all of Grantor’s right, title and interest, whether now or hereafter existing or acquired by Grantor, in and to the newly acquired, created and/or possessed Trademark Collateral listed on **Schedule A** to this Addendum (the “*Additional Trademark Collateral*”).

SECTION 3 – Security Agreement. This Addendum has been executed and delivered by the Grantor for the purpose of registering the security interest of the Agent in the Additional

Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Agent for its benefit and the ratable benefit of each other Secured Party under the Credit Agreement, Collateral Agreement and the Original Trademark Security Agreement. The Credit Agreement, Collateral Agreement and the Original Trademark Security Agreement (and all rights and remedies of the Agent and each Secured Party under each such document) shall remain in full force and effect in accordance with their respective terms.

SECTION 4 – Acknowledgment. The Grantor hereby further acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Additional Trademark Collateral granted hereby are more fully set forth in the Credit Agreement, Collateral Agreement and the Original Trademark Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5 – Loan Document. This Addendum is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof.

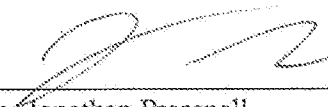
SECTION 7 – Counterparts. This Addendum may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of a signature page to this Addendum by telecopy or other electronic means shall be effective as delivery of a manually executed counterpart of this Addendum.

[Signatures Appear on Following Page]

IN WITNESS WHEREOF, each of the parties hereto has caused this Addendum to be duly executed and delivered as of the date first above written.

GRANTORS:

The Hilsinger Company,
a Delaware corporation

By: 
Name: Jonathan Pressnell
Title: Vice President and Assistant Secretary

AGENT:

Madison Capital Funding LLC,
as Agent

By: _____
Name: _____
Title: _____

Signature Page to Addendum to
Trademark Security Agreement

IN WITNESS WHEREOF, each of the parties hereto has caused this Addendum to be duly executed and delivered as of the date first above written.

GRANTORS:

The Hilsinger Company,
a Delaware corporation

By: _____
Name:
Title:

AGENT:

Madison Capital Funding LLC,
as Agent

By:  _____
Name: Kathryn Wieland
Title: Vice President

Signature Page to Addendum to
Trademark Security Agreement

NAI-1502389750

TRADEMARK
REEL: 006001 FRAME: 0801

SCHEDULE A
to
Addendum to Trademark Security Agreement
Additional Trademark Collateral

Trademark Name	Country	Registration No.	Serial No.	Filing Date	Registration Date
CROAKIES	US		87-224290	November 2, 2016	Pending
CROAKIES FLOATER	US	1468141	73-657623	April 27, 1987	December 8, 1987
SUITERS	US		86-929111	March 4, 2016	Pending
TERRA-CORDS	US	1868071	74-405714	June 25, 1993	December 20, 1994; renewed December 20, 2004
CROAKIES	Brazil	817921630			
CROAKIES	Canada	TMA270,709		April 10, 1981	July 2, 1982; renewed July 2, 2012
CROAKIES	China	3331460			November 13, 2013
CROAKIES	France	1653308		March 29, 1991	Renewed February 17, 2011
CROAKIES	Italy	1438570	T02011C000897		March 25, 2011
CROAKIES	UK	1151654			April 1, 1981