

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM418945

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GREENFIELD WORLD TRADE, INC.		03/03/2017	Corporation: FLORIDA
GREENFIELD WORLD TRADE EXPORTS, INC.		03/03/2017	Corporation: FLORIDA
OMEGA PRODUCTS, INC.		03/03/2017	Corporation: PENNSYLVANIA
ORIEN WORLDWIDE, LLC		03/03/2017	Limited Liability Company: FLORIDA
EDGECRAFT CORPORATION		03/03/2017	Corporation: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	PNC BANK, NATIONAL ASSOCIATION
<b>Street Address:</b>	COMMERCIAL LOAN SERVICE CENTER/DCC
<b>Internal Address:</b>	500 FIRST AVENUE
<b>City:</b>	PITTSBURGH
<b>State/Country:</b>	PENNSYLVANIA
<b>Postal Code:</b>	15219
<b>Entity Type:</b>	National Banking Association: UNITED STATES

## PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Registration Number:	3112667	BACK TO BASICS
Registration Number:	2973685	COCOA-LATTE
Registration Number:	3214230	EGG & MUFFIN TOASTER
Registration Number:	2965088	LICKETY SIP
Registration Number:	4856239	POP CRAZY
Registration Number:	4823390	POPCORN ON DEMAND
Registration Number:	3314058	QUIKSERVE
Registration Number:	1090800	STIR CRAZY
Registration Number:	4860256	THEATER CRAZY
Registration Number:	1228820	TRIPLE TIMER
Registration Number:	5075379	ULTIMATE TOAST LIFT
Registration Number:	635121	WEST BEND

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	1369952	WEST BEND
Registration Number:	1846660	WEST BEND
Registration Number:	1437098	WEST BEND
Registration Number:	4507110	WEST BEND
Registration Number:	4978657	WEST BEND PROFESSIONAL
Registration Number:	862553	WEST BEND...WHERE CRAFTSMEN STILL CARE
Registration Number:	4873823	V
Registration Number:	3353903	VINTURI
Registration Number:	5075282	
Serial Number:	86965723	POP 'N' MIX CRAZY

**CORRESPONDENCE DATA**

**Fax Number:** 2158325619

*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:** 215-569-5619

**Email:** PECSENYE@BLANKROME.COM

**Correspondent Name:** TIMOTHY D. PECSENYE

**Address Line 1:** BLANK ROME LLP

**Address Line 2:** ONE LOGAN SQUARE

**Address Line 4:** PHILADELPHIA, PENNSYLVANIA 19103

**ATTORNEY DOCKET NUMBER:** 074658-13058

**NAME OF SUBMITTER:** Timothy D. Pecsénye

**SIGNATURE:** /Timothy D. Pecsénye/

**DATE SIGNED:** 03/09/2017

**Total Attachments: 7**

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of March 3, 2017, among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and PNC BANK, NATIONAL ASSOCIATION, as agent for the Secured Parties (in such capacity, together with its successors and assigns in such capacity, the "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to (i) that certain Second Amended and Restated Revolving Credit and Security Agreement dated as of June 2, 2016, by and among the GREENFIELD WORLD TRADE, INC., a Florida corporation ("Greenfield"), GREENFIELD WORLD TRADE EXPORTS INC., a Florida corporation ("Greenfield Exports"), OMEGA PRODUCTS, INC., a Pennsylvania corporation ("Omega"), ORIEN WORLDWIDE, LLC, a Florida limited liability company ("Orien"), EDGE-CRAFT CORPORATION, a Delaware corporation ("Edgecraft"), together with Greenfield, Greenfield Exports, Omega, Orien and any other Person which may become a Borrower thereunder pursuant to Section 7.12 thereof, collectively, the "Borrowers" and each individually a "Borrower"), the financial institutions which are now or which hereafter become a party thereto (collectively, the "Lenders" and individually a "Lender") and Agent (as further amended, amended and restated, supplemented or otherwise modified from time to time, the "Domestic Credit Agreement") and (ii) that certain Second Amended and Restated Export-Import Loan and Security Agreement, dated as of June 2, 2016, among the Borrowers, the Lenders and the Agent (as further amended, amended and restated, supplemented or otherwise modified from time to time, the "ExIm Loan Agreement" and together with the Domestic Credit Agreement, collectively, the "Loan Agreement"), the Lenders agreed to make certain financial accommodations available to the Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, pursuant to the Loan Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Secured Parties, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Secured Parties, a continuing security interest in and to and Lien on all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of such Grantor's common law trademarks, trademark applications, trademark registrations, service marks, trade names and associated goodwill (collectively,

“Trademarks”), and licenses for any of the foregoing (“Licenses”), including those referred to on Schedule I hereto;

(b) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement or dilution of any Trademark or any Trademark licensed under any License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secure the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Agent, the Secured Parties or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

4. LOAN AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Secured Parties, pursuant to the Loan Agreement. Each Grantor hereby acknowledges and affirms 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 Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new Trademarks or Licenses for Trademarks, this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new Trademarks or Licenses for Trademarks. Without limiting Grantors’ obligations under this Section 5, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new Trademarks or Licenses for Trademarks of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent’s continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any Other Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any Other Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms “includes” and “including” are not limiting, and the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or.” The words “hereof,” “herein,” “hereby,” “hereunder,” and similar terms in this Trademark Security Agreement or any Other Document refer to this

Trademark Security Agreement or such Other Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such Other Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any Other Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any Other Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Loan Agreement) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

8. GOVERNING LAW; WAIVER OF JURY TRIAL. This Trademark Security Agreement and all matters relating hereto or arising herefrom (whether arising under contract law, tort law or otherwise) shall, in accordance with Section 5-1401 of the General Obligations Law of the State of New York, be governed by and construed in accordance with the laws of the State of New York, without regard to any conflict of laws principles which would have the effect of applying the laws of any other jurisdiction. Any judicial proceeding brought by or against any Grantor with respect to any of the Obligations, this Trademark Security Agreement, the Loan Agreement, the Other Documents or any related agreement may be brought in any court of competent jurisdiction in the State of New York, United States of America, and, by execution and delivery of this Trademark Security Agreement, each Grantor accepts for itself and in connection with its properties, generally and unconditionally, the non-exclusive jurisdiction of the aforesaid courts, and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Agreement. Each Grantor waives any objection to jurisdiction and venue of any action instituted hereunder and shall not assert any defense based on lack of jurisdiction or venue or based upon forum non conveniens. **THE GRANTOR, THE AGENT AND THE SECURED PARTIES EACH HEREBY WAIVES ALL RIGHTS TO A TRIAL BY JURY IN CONNECTION WITH ANY ACTION, SUIT OR OTHER PROCEEDING ARISING OUT OF THIS TRADEMARK SECURITY AGREEMENT.**

9. OTHER DOCUMENT. This Trademark Security Agreement is an Other Document for all purposes under the Loan Agreement.

*[Remainder of page intentionally left blank; signature page follows.]*

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

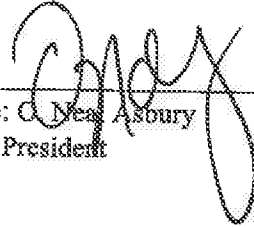
GRANTOR:

GREENFIELD WORLD TRADE, INC.,  
a Florida corporation

By: \_\_\_\_\_

Name: C. Neal Asbury

Title: President

A handwritten signature in black ink, appearing to read 'C. Neal Asbury', is written over a horizontal line. The signature is stylized and cursive.

Signature Page to Trademark Security Agreement

TRADEMARK  
REEL: 006006 FRAME: 0836

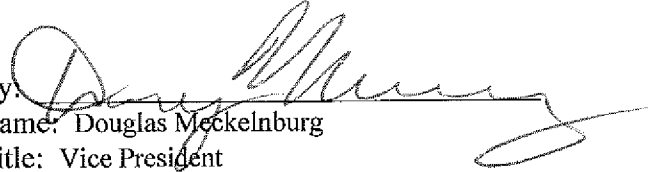
ACCEPTED AND  
ACKNOWLEDGED BY:

PNC BANK, NATIONAL ASSOCIATION,  
as Agent

By:

Name: Douglas Meckelnburg

Title: Vice President



A handwritten signature in black ink, appearing to read "Douglas Meckelnburg", written over a horizontal line. The signature is cursive and extends to the right of the line.

Signature Page to Trademark Security Agreement


**TRADEMARK**  
**REEL: 006006 FRAME: 0837**

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

(a) U.S. TRADEMARKS

Trademark	App No.	Filing Date	Reg. Number	Reg. Date
BACK TO BASICS	78/362630	02/04/2004	3112667	07/04/2006
COCOA-LATTE	78/294018	08/29/2003	2973685	07/19/2005
EGG & MUFFIN TOASTER	78/606396	04/11/2005	3214230	02/27/2007
LICKETY SIP	78/362659	02/04/2004	2965088	07/05/2005
POP CRAZY	86/209656	03/03/2014	4856239	11/17/2015
POPCORN ON DEMAND	86/331013	07/08/2014	4823390	09/29/2015
QUIKSERVE	78/763963	11/30/2005	3314058	10/16/2007
STIR CRAZY	73/139552	08/31/1977	1090800	05/09/1978
THEATER CRAZY	86/082917	10/04/2013	4860256	11/24/2015
TRIPLE TIMER	73/341526	12/14/1981	1228820	02/22/1983
ULTIMATE TOAST LIFT	86/829996	11/24/2015	5075379	11/01/2016
WEST BEND	72/003496	02/27/1956	635121	10/02/1956
WEST BEND	73/538308	05/17/1985	1369952	11/12/1985
WEST BEND	74/434810	09/13/1993	1846660	07/26/1994
WEST BEND	73/617110	08/28/1986	1437098	04/21/1987
WEST BEND	85/802270	12/13/2012	4507110	04/01/2014
WEST BEND PROFESSIONAL	86/347376	07/24/2014	4978657	06/14/2016
WEST BEND...WHERE CRAFTSMEN STILL CARE & DESIGN  	72/268265	04/04/1967	862553	12/24/1968
	86/627883	05/13/2015	4873823	12/22/2015
VINTURI	78/816310	02/16/2006	3353903	12/11/2007



Vinturi Black Band Trade Dress Design 	86/627893	05/13/2015	5075282	11/01/2016
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Pending Trademark Applications

Trademark	App No.	Filing Date	Reg. Number	Reg. Date
POP 'N' MIX CRAZY <sup>1</sup>	86/965723	04/06/2016		

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<sup>1</sup> Note: This application was filed as an "Intent to Use" application. The next upcoming deadline is 04/18/2017 (Statement of Use).