

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM420391

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Greenfield World Trade, Inc.		03/03/2017	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	Northport TRS, LLC, as Collateral Agent		
Street Address:	712 5th Avenue, 12th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 21			
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	
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	

CH \$540.00 3112667

Property Type	Number	Word Mark
Registration Number:	3353903	VINTURI
Registration Number:	5075282	

CORRESPONDENCE DATA

Fax Number: 6175269899
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: 6175269628
Email: cslattery@proskauer.com
Correspondent Name: Christine Slattery
Address Line 1: Proskauer Rose LLP
Address Line 2: One International Place, 23rd Floor
Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:	Christine Slattery
SIGNATURE:	/Christine Slattery/
DATE SIGNED:	03/21/2017

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 NORTHPORT TRS, LLC, a Delaware limited liability company, ("Northport"), in its capacity as collateral agent (together with its successors and assigns in such capacity, the "Collateral Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Term Loan and Security Agreement dated as of June 2, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Loan Agreement") among GREENFIELD WORLD TRADE, INC., a Florida corporation (the "Borrower"), the other Credit Parties from time to time party thereto, the lenders from time to time party thereto (the "Lenders"), and Northport in its capacity as administrative agent (together with its successors and assigns in such capacity, "Administrative Agent") and Collateral Agent (together with Administrative Agent and the Lenders, collectively, the "Secured Parties"), the Lenders agreed to make certain financial accommodations available to the Borrower 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 Collateral 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 Collateral 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 Collateral 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 Collateral 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 Collateral 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 Collateral Agent with respect to any such new Trademarks or Licenses for Trademarks. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Collateral 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 Collateral 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 COLLATERAL 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:

Title:

OSCAR NEP APBY
pres.

ACCEPTED AND
ACKNOWLEDGED BY:

NORTHPORT TRS, LLC, as Collateral Agent


By: 
Name: *David DeSantis*
Title: *Duly Authorized Signatory*

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Registered Trademarks

(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

Pending Trademark Applications

Trademark	App No.	Filing Date	Reg. Number	Reg. Date