

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM440221

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Amendment to Patent and Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
State Industries, LLC		07/31/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	1300 SW 5th Avenue, 14th Floor		
Internal Address:	MAC-P6101-144		
City:	Portland		
State/Country:	OREGON		
Postal Code:	97201		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2361967	APPLE PLY	
Registration Number:	2675934	ARMORCORE	
Registration Number:	2154618	NOVA	
Registration Number:	3386572	SHORTCUTZ	
Registration Number:	4978469	READY2BUILD	
Serial Number:	87099763	SOYSTRONG	
CORRESPONDENCE DATA			
Fax Number:	5037782200		
<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:	2062236267		
Email:	trademarks@lanepowell.com		
Correspondent Name:	Kristi Dale Hoofman/Joan Robinson		
Address Line 1:	601 S.W. Second Avenue, Suite 2100		
Address Line 4:	Portland, OREGON 97204		
ATTORNEY DOCKET NUMBER:	125394.3		
NAME OF SUBMITTER:	Kristi Dale Hoofman		
SIGNATURE:	/Kristi Dale Hoofman/		

OP \$165.00 2361967

DATE SIGNED:	08/22/2017
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Total Attachments: 5

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SECOND AMENDMENT TO PATENT AND TRADEMARK SECURITY AGREEMENT

THIS AMENDMENT TO PATENT AND TRADEMARK SECURITY AGREEMENT (this "Amendment") is entered into as of July 31, 2017, by and between STATES INDUSTRIES, LLC, a Delaware limited liability company ("Debtor"), and WELLS FARGO BANK, NATIONAL ASSOCIATION ("Wells Fargo").

RECITALS

WHEREAS, Debtor and Wells Fargo entered into that certain Patent and Trademark Security Agreement dated as of July 22, 2011 (as amended, "Security Agreement").

WHEREAS, pursuant to the Security Agreement, if after the date thereof, Debtor owns or controls any Trademarks not listed on Exhibit B thereto (other than common law marks which are not material to Company's or any Affiliate's business(es)), or if Exhibit B ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks as defined in the Security Agreement, then Debtor is required promptly to provide written notice to Wells Fargo with a replacement Exhibit B, which upon acceptance by Wells Fargo shall become part of the Security Agreement.

WHEREAS, Debtor has applied for an additional Trademark not reflected on the existing Exhibit B to the Security Agreement.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree that the Security Agreement shall be amended as follows:

1. Exhibit B is amended to refer to all of the Trademarks referenced on the replacement Exhibit B to this Amendment, and Wells Fargo is hereby authorized to file or record such notices or filings as it may deem necessary to perfect its interest in all of the Trademarks referenced on the replacement Exhibit B.
2. Except as specifically provided herein, all terms and conditions of the Security Agreement remain in full force and effect, without waiver or modification. All terms defined in the Security Agreement shall have the same meaning when used in this Amendment. This Amendment and the Security Agreement shall be read together, as one document.
3. Debtor hereby remakes all representations and warranties contained in the Security Agreement and reaffirms all covenants set forth therein. Debtor further certifies that as of the date of this Amendment there exists no Event of Default as defined in the Security Agreement, nor any condition, act or event which with the giving of notice or the passage of time or both would constitute any such Event of Default.
4. This Amendment authenticated by the parties in any number of counterparts, each of which, once authenticated and delivered will be deemed an original, and all such counterparts, taken together, shall constitute one and the same document.

**ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY,
EXTEND CREDIT OR TO FORBEAR ENFORCING REPAYMENT OF A
DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.**

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the day and year first written above.

States Industries, LLC
29545 Enid Road East
Eugene, OR 97402

(Mail)
P.O Box 41150
Eugene, OR 97404

STATES INDUSTRIES, LLC

By *[Signature]*
Its President/CEO

Wells Fargo Bank, National Association
MAC- P6101-144
1300 SW 5th Avenue, 14th Floor
Portland, OR 97201
Fax: 877-518-9554
Attention: Norm Chin
e-mail: chin@wellsfargo.com

WELLS FARGO BANK, NATIONAL
ASSOCIATION

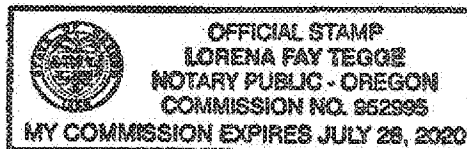
By _____

[PRINTED NAME]
Its Authorized Signatory

STATE OF Oregon
COUNTY OF Lane

The foregoing instrument was acknowledged before me this 2 day of August, 2017, by Mike Taylor, the President of States Industries, LLC, a Delaware limited liability company, on behalf of the company.

[Signature]
Notary Public for Oregon
My commission expires: July 8, 2020



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EXTEND CREDIT OR TO FORBEAR ENFORCING REPAYMENT OF A
DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.**

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the day and year first written above.

States Industries, LLC
29545 Enid Road East
Eugene, OR 97402

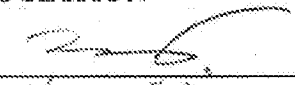
(Mail)
P.O Box 41150
Eugene, OR 97404

Wells Fargo Bank, National Association
MAC- P6101-144
1300 SW 5th Avenue, 14th Floor
Portland, OR 97201
Fax: 877-518-9554
Attention: Norm Chin
e-mail: chin@wellsfargo.com

STATES INDUSTRIES, LLC

By _____
Its _____

WELLS FARGO BANK, NATIONAL
ASSOCIATION

By 
Norm Chin
[PRINTED NAME]
Its Authorized Signatory

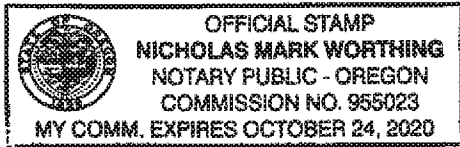
STATE OF _____)
)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2017, by _____, the _____ of States Industries, LLC, a Delaware limited liability company, on behalf of the company.

Notary Public for Oregon
My commission expires: _____

STATE OF OREGON)
)
COUNTY OF MULTNOMAH)

The foregoing instrument was acknowledged before me this 1 day of August, 2017, by Norm Chin, Vice President of Wells Fargo Bank, National Association, a national banking association, on behalf of such national bank.



Nicholas M. Worthing
Notary Public for Oregon
My commission expires: 10/24/2020

EXHIBIT B
UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS
AND COLLECTIVE MEMBERSHIP MARKS

REGISTRATIONS

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
APPLE PLY	2361967	06/27/2000
ARMORCORE	2675934	01/21/2003
NOVA	2154618	05/05/1998
SHORTCUTZ	3386572	02/19/2008
READY2BUILD (Stylized)	4978469	06/14/2016

APPLICATIONS

<u>Mark</u>	<u>Serial Number</u>	<u>Filing Date</u>
SOYSTRONG and Design	87-099763	07/11/2016

COLLECTIVE MEMBERSHIP MARKS