

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM452813

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Suit-Kote Corporation		12/01/2017	Corporation: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	M&T Bank Corporation		
<b>Street Address:</b>	One M&T Plaza		
<b>City:</b>	Buffalo		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	14203		
<b>Entity Type:</b>	Corporation: NEW YORK		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	73821413	SUIT-KOTE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3155654600		
<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>			
<b>Phone:</b>	315-565-4500		
<b>Email:</b>	ip@hancocklaw.com		
<b>Correspondent Name:</b>	R. John Clark		
<b>Address Line 1:</b>	100 Madison Street		
<b>Address Line 2:</b>	1500 AXA Tower I		
<b>Address Line 4:</b>	Syracuse, NEW YORK 13202		
<b>NAME OF SUBMITTER:</b>	R. John Clark		
<b>SIGNATURE:</b>	/r. john clark/		
<b>DATE SIGNED:</b>	12/01/2017		
<b>Total Attachments: 7</b>			
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**EXTRACT FROM THE SECURITY AGREEMENT  
EVIDENCING THE GRANT OF SECURITY INTEREST  
IN REGISTERED TRADEMARKS  
OF SUIT-KOTE CORPORATION  
TO MANUFACTURERS AND TRADERS TRUST COMPANY**

{H3202327.1}

**TRADEMARK  
REEL: 006239 FRAME: 0171**

**SECURITY AGREEMENT**

THIS SECURITY AGREEMENT (this "Agreement") is made as of December 1, 2017, by and among MANUFACTURERS AND TRADERS TRUST COMPANY, as Administrative Agent for itself and the other Secured Parties (as that term is defined in the Credit Agreement defined below) (together with its successors and assigns in such capacity, the "Administrative Agent"); and SUIT-KOTE CORPORATION, a New York corporation (together with its successors and permitted assigns, the "Borrower", and together with any Additional Grantors (as hereinafter defined), collectively and jointly and severally, the "Grantors").

**Background**

The Administrative Agent, the Borrower and the Lenders (as defined in the Credit Agreement) entered into that certain Credit Agreement dated as of the date hereof (as the same may be amended, restated, modified, supplemented and/or replaced from time to time, the "Credit Agreement"), pursuant to which the Lenders agreed to extend credit to the Borrower on the terms and conditions described therein.

One of the conditions to the obligations of the Lenders under the Credit Agreement is that payment shall be secured by, among other things, a security interest in favor of the Administrative Agent and the other Secured Parties in the Collateral (as defined below). In order to induce the Lenders to extend the credit to the Borrower, the Grantors are willing to grant to the Administrative Agent, for the benefit of the Secured Parties, a security interest in the Collateral.

Accordingly, each Grantor, intending to be legally bound, hereby agrees with the Administrative Agent as follows:

1. **DEFINITIONS.** Capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement. The following terms, as used herein, shall have the following meanings:

"**Account**" shall be used herein as defined in the Uniform Commercial Code, but in any event shall include, but not be limited to, credit card receivables, lottery winnings, health-care-insurance receivables, any right to payment arising out of goods or other property (including, without limitation, intellectual property) sold or leased, licensed, assigned or disposed of or for services rendered which is not evidenced by an instrument or chattel paper, whether or not it has been earned by performance including all rights to payment of rents under a lease or license and payment under a charter or other contract and all rights incident to such lease, charter or contract.

"**Additional Grantor**" shall have the meaning ascribed to such term in Section 4(q).

**“Chattel Paper”** shall be used herein as defined in the Uniform Commercial Code, but in any event shall include, but not be limited to, a writing or writings which evidence both a monetary obligation and a security interest in, or a lease of, specific goods.

**“Collateral”** shall have the meaning ascribed to such term in Section 2.

**“Commercial Tort Claims”** shall be used herein as defined in the Uniform Commercial Code and shall include those claims listed (including plaintiff, defendant and a description of the claim) on Schedule 10 attached hereto.

**“Deposit Account”** shall be used herein as defined in the Uniform Commercial Code, but in any event shall include, but not be limited to, any demand, time, savings, passbook or similar account.

**“Document”** shall be used herein as defined in the Uniform Commercial Code, but in any event shall include, but not be limited to, a bill of lading, dock warrant, dock receipt, warehouse receipt or order for the delivery of goods, and also any other document which in the regular course of business or financing is treated as adequately evidencing that the Person in possession of it is entitled to receive, hold and dispose of the document and the goods it covers.

**“Equipment”** shall be used herein as defined in the Uniform Commercial Code, but in any event shall include, but not be limited to, tangible personal property held by any Grantor for use primarily in business and shall include equipment, machinery, furniture, vehicles, fixtures, furnishings, dyes, tools, and all accessories and parts now or hereafter affixed thereto as well as all attachments, replacements, substitutes, accessories, additions and improvements to any of the foregoing, but Equipment shall not include Inventory.

**“Fixtures”** shall be used herein as defined in the Uniform Commercial Code.

**“General Intangibles”** shall be used herein as defined in the Uniform Commercial Code but in any event shall include, but not be limited to, all personal property of every kind and description of any Grantor other than Goods, Accounts, Fixtures, Documents, Letter-of-Credit Rights, Chattel Paper, Deposit Accounts, Instruments, Investment Property, Commercial Tort Claims and Supporting Obligations, and shall include, without limitation, payment intangibles, contract rights (other than Accounts), franchises, licenses, choses in action, books, records, customer lists, tax, insurance and other kinds of refunds, patents, trademarks, trade names, service marks, slogans, trade dress (including all goodwill associated with such trademarks, trade names, service marks, slogans and trade dress), copyrights, other intellectual property rights and applications for intellectual property rights, goodwill, plans, licenses, software (to the extent it does not constitute Goods) and other rights in personal property.

**“Goods”** shall be used herein as defined in the Uniform Commercial Code, but in any event shall include, but not be limited to, all computer programs imbedded in goods and any supporting information provided in connection with the transaction relating to the program and all other things that are movable.

**Instruments** shall be used herein as defined in the Uniform Commercial Code, but in any event shall include, but not be limited to, promissory notes, negotiable certificates of deposit, a negotiable instrument or a security or any other writing which evidences a right to the payment of money and is not itself a security agreement or lease and is of a type which is, in the ordinary course of business, transferred by delivery with any necessary endorsement or assignment.

**Inventory** shall be used herein as defined in the Uniform Commercial Code but in any event shall include, but not be limited to, tangible personal property held by or on behalf of any Grantor (or in which any Grantor has an interest in mass or a joint or other interest) for sale or lease or to be furnished under contracts of service, tangible personal property which any Grantor has so leased or furnished, and raw materials, work in process and materials used, produced or consumed in any Grantor's business, and shall include tangible personal property returned to such Grantor by the purchaser following a sale thereof by such Grantor and tangible personal property represented by Documents. All equipment, accessories and parts at any time attached or added to items of Inventory or used in connection therewith shall be deemed to be part of the Inventory.

**Investment Property** shall be used herein as defined in the Uniform Commercial Code but in any event shall include, but not be limited to, all securities, whether certificated or uncertificated, all financial assets, all security entitlements, all securities accounts, all commodity contracts and all commodity accounts.

**Letter-of-Credit Right** shall be used herein as defined in the Uniform Commercial Code, but in any event shall include, but not be limited to, any right to payment or performance under a letter of credit, whether or not the beneficiary has demanded or is at the time entitled to demand payment or performance.

**Proceeds** shall be used herein as defined in the Uniform Commercial Code but, in any event shall include, but not be limited to, (a) any and all proceeds of any insurance (whether or not the Administrative Agent is named as the loss payee thereof), indemnity, warranty or guaranty payable to any Grantor or the Administrative Agent from time to time with respect to any of the Collateral, (b) any and all payments (in any form whatsoever) made or due and payable to any Grantor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Collateral by any Governmental Authority (or any person acting under color of Governmental Authority), (c) any and all amounts received when Collateral is sold, leased, licensed, exchanged, collected or disposed of, (d) any rights arising out of Collateral, and (e) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral.

**Software** shall be used herein as defined in the Uniform Commercial Code but in any event, shall include, but not be limited to, any computer program or supporting information provided in connection with the transaction relating to the program.

**Supporting Obligations** shall be used herein as defined in the Uniform Commercial Code but in any event shall include, but not be limited to, guarantees and letters of credit that support payment of another obligation.

**“Uniform Commercial Code”** shall mean the Uniform Commercial Code in effect on the date hereof and as amended from time to time, and as enacted in the State of New York or in any state or states which, pursuant to the Uniform Commercial Code as enacted in the State of New York, has jurisdiction with respect to all, or any portion of, the Collateral or this Agreement, from time to time. It is the intent of the parties that the definitions set forth above should be construed in their broadest sense so that Collateral will be construed in its broadest sense. Accordingly, if there are, from time to time, changes to defined terms in the Uniform Commercial Code that broaden the definitions, they are incorporated herein and if existing definitions in the Uniform Commercial Code are broader than the amended definitions, the existing ones shall be controlling. Similarly, where the phrase “as defined in the Uniform Commercial Code, but in any event shall include, but not be limited to . . .” is used above, it means as defined in the Uniform Commercial Code except that if any of the enumerated types of items specified thereafter would not fall within the Uniform Commercial Code definition, they shall nonetheless be included in the applicable definition for purposes of this Agreement.

2. **GRANT OF SECURITY INTEREST.** As security for the payment and performance of the Secured Obligations, each Grantor hereby pledges, hypothecates, delivers and assigns to the Administrative Agent, and creates in favor of the Administrative Agent, a security interest in all the following property in which the Grantor now or hereafter has or will have any right, title or interest or has the power to transfer any rights, in all its form, in each case whether now or hereafter existing, or hereafter acquired, created or arising, and wherever located (collectively, but without duplication, the **“Collateral”**):

- (a) All Equipment;
- (b) All Inventory and other Goods;
- (c) All Accounts;

(d) All General Intangibles, including, without limitation, the patents and patent applications listed on Schedule 5 attached hereto, the trademarks and trademark applications listed on Schedule 6 attached hereto, the registered copyrights listed on Schedule 7 attached hereto, the domain names listed on Schedule 8 attached hereto, the licenses for the use of any patents, trademarks, copyrights and domain names listed on Schedule 9 attached hereto;

- (e) All Fixtures;
- (f) All Documents, Letter-of-Credit Rights, and Chattel Paper;
- (g) All Deposit Accounts;
- (h) All Instruments and Investment Property;
- (i) All Commercial Tort Claims;

- (j) All Supporting Obligations; and
- (k) All Proceeds of any and all of the foregoing.

Notwithstanding the foregoing, nothing herein shall be deemed to constitute an assignment of any asset which, in the event of an assignment, becomes void by operation of applicable Law or the assignment of which is otherwise prohibited by applicable Law (in each case to the extent that such applicable Law is not overridden by Sections 9-406, 9-407 and/or 9-408 of the Uniform Commercial Code or other similar applicable Law); provided, however, that to the extent permitted by applicable Law, this Agreement shall create a valid security interest in such asset and, to the extent permitted by applicable Law, this Agreement shall create a valid security interest in the Proceeds of such asset.

3. REPRESENTATIONS AND WARRANTIES OF THE GRANTORS. Each Grantor represents and warrants as set forth below. The representations and warranties in this Section 3 (including those concerning the location of tangible Collateral) shall in no way be deemed to limit or qualify the description of Collateral. Further, they shall survive execution of this Agreement and shall not be affected or waived by any examination or inspection made by the Administrative Agent. Each Grantor hereby represents and warrants:

(a) Credit Agreement Representations. Each Grantor makes the representations and warranties set forth in Article 5 of the Credit Agreement as they relate to the Grantors or to the Loan Documents to which any Grantor is a party, each of which is hereby incorporated herein by reference, and the Administrative Agent and the Secured Parties shall be entitled to rely on each of them as if they were fully set forth herein, provided that each reference in each such representation and warranty to the Borrower's knowledge shall, for purposes of this Section 3, be deemed to be a reference to the Grantors' knowledge.

(b) Status. Each Grantor is duly organized and validly existing as the type of entity and in the state of formation set forth on Schedule 5.1.1 to the Credit Agreement. Its organizational identification number, if any, is also set forth on Schedule 5.1.1. Each Grantor has perpetual existence and the power and authority to own its property and assets and to transact the business in which it is engaged or presently proposes to engage. Each Grantor has qualified to do business in each state or jurisdiction where its business or operations so require.

(c) Authority to Execute Agreement; Binding Agreement. Each Grantor has the corporate or other power to execute, deliver and perform its obligations under this Agreement (including, without limitation, the right and power to give the Administrative Agent a security interest in the Collateral) and has taken all necessary corporate and other action to authorize the execution, delivery and performance of this Agreement. This Agreement has been duly executed by each Grantor. This Agreement constitutes the legal, valid and binding obligation of each Grantor, enforceable against each Grantor in accordance with its terms except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization and similar laws of general application relating to or affecting the rights and remedies of creditors.



**Schedule 6**

**TRADEMARKS AND TRADEMARK APPLICATIONS**

- United States Trademark, Serial No. 73821413, for word mark "Suit-Kote," registered owner Suit-Kote Corporation