

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM463019

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Collateral Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hopkins Manufacturing Corporation		02/12/2018	Corporation: KANSAS
RECEIVING PARTY DATA			
Name:	The Bank of Nova Scotia		
Street Address:	720 King Street West, 2nd Floor		
Internal Address:	c/o GWS Loan Operations		
City:	Toronto, Ontario		
State/Country:	CANADA		
Postal Code:	M5V2T3		
Entity Type:	Bank: CANADA		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	1488309	BAJA	
Registration Number:	2254816	HOTT LITES	
Registration Number:	1835476	THE DETAILER'S CHOICE	
Registration Number:	2724331	BLAZER	
Registration Number:	4450528	ANYSIDE	
Registration Number:	3038134	AUTO EXPRESSIONS	
Registration Number:	5001020	AXXENT	
Registration Number:	1488304	BAJA TOUGH	
Registration Number:	3483090	DETAILER'S CHOICE	
Registration Number:	3132486	LIGHTING TECHNOLOGIES	
Registration Number:	5290191	LED POWER1	
Registration Number:	1886634	PERMASOFT	
Serial Number:	87521923	CLEAN-RITE	
CORRESPONDENCE DATA			
Fax Number:	2127288111		
<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>			

CH \$340.00 1488309

Phone: 212 728 8000
Email: ipdept@willkie.com
Correspondent Name: Matthew Makover c/o Willkie Farr & Galla
Address Line 1: 787 Seventh Avenue
Address Line 4: New York, NEW YORK 10019

ATTORNEY DOCKET NUMBER: 110467.00026 MM

NAME OF SUBMITTER: Matthew S. Makover

SIGNATURE: /Matthew S. Makover/

DATE SIGNED: 02/22/2018

Total Attachments: 4

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TRADEMARK COLLATERAL AGREEMENT

This 12th day of February, 2018, Hopkins Manufacturing Corporation, a Kansas corporation (the "*Debtor*") with its principal place of business and mailing address at 428 Peyton Street, P.O. Box 1157, Emporia, KS 66801, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, mortgages and pledges to The Bank of Nova Scotia, ("*Scotia Capital*"), with its mailing address c/o GWS Loan Operations, 720 King Street West, 2nd Floor, Toronto, Ontario, Canada, M5V2T3 (Attention: US Agency Loan Operations), acting as administrative agent hereunder for the Secured Creditors as defined in the Security Agreement referred to below, and its successors and assigns (Scotia Capital acting as such administrative agent and any successor(s) or assign(s) to Scotia Capital acting in such capacity being hereinafter referred to as the "*Agent*"), and grants to the Agent for the benefit of the Secured Creditors a continuing security interest in, the following property:

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

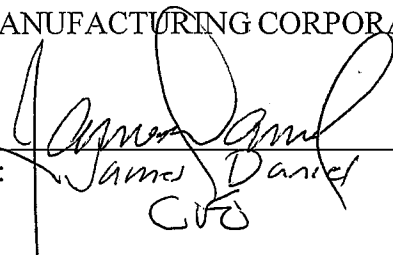
to secure the payment and performance of all Secured Obligations of the Debtor as set out in that certain Security Agreement dated June 3, 2011 (the "*Security Agreement*"), by and among the Debtor, the other debtors from time to time party thereto, and the Agent, as the same may be amended, modified, or restated from time to time.

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate to create a security interest in favor of Agent on an "intent-to-use" trademark as collateral security for the Secured Obligations at any time prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a Statement of Use with the United States Patent and Trademark Office, or otherwise. At any time after the first use thereof, such an application shall cease to be exempted from this Trademark Collateral Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year first above written.

HOPKINS MANUFACTURING CORPORATION

By: 
Name: James Daniel
Title: CFO

Accepted and agreed to as of the date and year first above written.

THE BANK OF NOVA SCOTIA, as Agent

By: _____
Name:
Title:

By: _____
Name:
Title:

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year first above written.

HOPKINS MANUFACTURING CORPORATION

By: _____
Name:
Title:

Accepted and agreed to as of the date and year first above written.

THE BANK OF NOVA SCOTIA, as Agent

By: _____
Name:
Title: **James Rhee**
Managing Director

By: _____
Name: **Lihor Abraham**
Title: Associate Director

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

FEDERAL TRADEMARK REGISTRATIONS AND PENDING APPLICATIONS

MARKS	REG. NO.	GRANTED
BAJA	1,488,309	05/17/2008
HOTT LITES	2,254,816	06/22/2009
THE DETAILER'S CHOICE	1,835,476	05/10/2004
BLAZER	2,724,331	06/10/2003
ANYSIDE	4,450,528	12/17/2013
AUTO EXPRESSIONS	3,038,134	01/03/2006
AXXENT	5,001,020	07/19/2016
BAJA TOUGH	1,488,304	05/17/2008
DETAILER'S CHOICE	3,483,090	08/12/2008
LIGHTING TECHNOLOGIES	3,132,486	08/22/2006
LED POWER1	5,290,191	09/17/2017
PERMASOFT	1,886,634	03/28/1995

MARKS	APP. NO.	FILING DATE
CLEAN-RITE	87/521,923	07/10/2017