

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM474051

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT (SECOND LIEN)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PELICAN PRODUCTS, INC.		05/01/2018	Corporation: DELAWARE
PELICAN BIOTHERMAL LLC		05/01/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	MORGAN STANLEY SENIOR FUNDING, INC.		
Street Address:	1585 BROADWAY		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 83			
Property Type	Number	Word Mark	
Registration Number:	4195201	ADVANCED CASE SOLUTIONS PELICAN-HARDIGG	
Registration Number:	2464555	BIG ED	
Registration Number:	2374688	BLACK KNIGHT	
Registration Number:	3579237	CREDO	
Registration Number:	3582644	CREDO	
Registration Number:	4942350	CREDO	
Registration Number:	4536599	CREDO	
Registration Number:	3824728	CREDO CUBE	
Registration Number:	3824727	CREDO CUBE	
Registration Number:	4961112	CREDO CUBE	
Registration Number:	4265750	CREDO DURACUBE	
Registration Number:	4050248	CREDO ENCORE	
Registration Number:	4050255	CREDO ENCORE	
Registration Number:	4939655	CREDO PROENVISION	
Registration Number:	3932483	CREDO XTREME	
Registration Number:	2728001	DEFY THE ELEMENTS	
Registration Number:	2608696		
Registration Number:	3238305	DOUBLE DUTY	
TRADEMARK			

CH \$2090.00 4195201

Property Type	Number	Word Mark
Registration Number:	2245585	
Registration Number:	3075075	
Registration Number:	2905775	GOLDEN HOUR
Registration Number:	4566876	GOLDEN HOUR
Registration Number:	2079013	H
Registration Number:	3249658	HARDBACK
Registration Number:	2083614	HARDIGG
Registration Number:	4082307	HARDIGG
Registration Number:	3599037	HARDIGG BLACK BOX
Registration Number:	2693139	HARDIGG CASES
Registration Number:	3283692	HARDIGG TL500I
Registration Number:	2173711	HEADSUP LITE
Registration Number:	2748356	HPX
Registration Number:	3530509	KINGLITE
Registration Number:	3087520	L1
Registration Number:	2007904	LASERPRO
Registration Number:	2974280	LITTLE ED
Registration Number:	3551876	LOCK 'N LOAD
Registration Number:	3771992	MAC RACK
Registration Number:	5041884	MINNESOTA THERMAL SCIENCE
Registration Number:	1911248	MITYLITE
Registration Number:	3408095	MOBILE ARMORY
Registration Number:	3671130	MOBILE IT
Registration Number:	4927073	MOBILE IT
Registration Number:	3086338	MOBILE MASTER
Registration Number:	3671129	MOBILE MEDICAL
Registration Number:	3589315	MOBILE OFFICE
Registration Number:	2646538	NEMO
Registration Number:	3039521	
Registration Number:	5066676	PELI
Registration Number:	5401936	PELI BIOTHERMAL
Registration Number:	2240096	PELICAN
Registration Number:	1073913	PELICAN
Registration Number:	2227063	PELICAN
Registration Number:	3756372	PELICAN
Registration Number:	5016969	PELICAN
Registration Number:	4489675	PELICAN BIOPHARMA
Registration Number:	5251502	PELICAN BIOTHERMAL

Property Type	Number	Word Mark
Registration Number:	5252026	PELICAN BIOTHERMAL
Registration Number:	4690649	PELICAN PROGEAR
Registration Number:	3056945	
Registration Number:	3906816	PELICAN YOU BREAK IT, WE REPLACE IT... F
Registration Number:	3990155	PELICAN-HARDIGG
Registration Number:	4195229	PELICAN-HARDIGG ADVANCED CASE SOLUTIONS
Registration Number:	1278854	PELILITE
Registration Number:	2686435	PICK N PLUCK
Registration Number:	1288867	SABRELITE
Registration Number:	1140798	SKID-MATE
Registration Number:	1401180	SKID-MATE+PLUS
Registration Number:	2246875	STEALTHLITE
Registration Number:	2670087	STORM CASE
Registration Number:	2751218	STORM CASE
Registration Number:	4082408	STORM CASE
Registration Number:	4082407	
Registration Number:	3055053	
Registration Number:	3485639	SUPERMAC
Registration Number:	3555431	TACTICOOOL
Registration Number:	3332248	TANK MATE
Registration Number:	3366787	TIC
Registration Number:	5065356	TIC
Registration Number:	5215093	TEST THE LIMITS
Registration Number:	2197909	VERSABRITE
Registration Number:	3747241	VERSAFILL
Registration Number:	2952209	VORTEX
Registration Number:	5322146	YOU BREAK IT, WE REPLACE IT...FOREVER

CORRESPONDENCE DATA

Fax Number: 6508385109

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: 650-838-3743

Email: JLIK@SHEARMAN.COM

Correspondent Name: BENJAMIN PETERSEN

Address Line 1: 1460 EL CAMINO REAL, 2ND FLOOR

Address Line 2: SHEARMAN & STERLING LLP

Address Line 4: MENLO PARK, CALIFORNIA 94025

ATTORNEY DOCKET NUMBER: 35613/128

NAME OF SUBMITTER:	BENJAMIN PETERSEN
SIGNATURE:	/BENJAMIN PETERSEN/
DATE SIGNED:	05/15/2018
Total Attachments: 14 source=0 - Pelican Trademark IPSA (Second Lien)#page1.tif source=0 - Pelican Trademark IPSA (Second Lien)#page2.tif source=0 - Pelican Trademark IPSA (Second Lien)#page3.tif source=0 - Pelican Trademark IPSA (Second Lien)#page4.tif source=0 - Pelican Trademark IPSA (Second Lien)#page5.tif source=0 - Pelican Trademark IPSA (Second Lien)#page6.tif source=0 - Pelican Trademark IPSA (Second Lien)#page7.tif source=0 - Pelican Trademark IPSA (Second Lien)#page8.tif source=0 - Pelican Trademark IPSA (Second Lien)#page9.tif source=0 - Pelican Trademark IPSA (Second Lien)#page10.tif source=0 - Pelican Trademark IPSA (Second Lien)#page11.tif source=0 - Pelican Trademark IPSA (Second Lien)#page12.tif source=0 - Pelican Trademark IPSA (Second Lien)#page13.tif source=0 - Pelican Trademark IPSA (Second Lien)#page14.tif	

TRADEMARK SECURITY AGREEMENT (SECOND LIEN)

This TRADEMARK SECURITY AGREEMENT (SECOND LIEN) (this "Agreement"), dated as of May 1, 2018, is by and among Pelican Products, Inc., a Delaware corporation located at 23215 Early Avenue, Torrance, California 90505 ("Pelican"), Pelican BioThermal LLC, a Delaware limited liability company located at 23215 Early Avenue, Torrance, California 90505 (together with Pelican, each a "Grantor" and collectively, the "Grantors") and Morgan Stanley Senior Funding, Inc. ("Morgan Stanley"), a bank organized under the laws of Delaware located at 1585 Broadway, New York, New York 10036, as collateral agent for the Lenders party to the Term Loan Agreement referred to below (in such capacity, the "Collateral Agent"). All capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Term Loan Agreement or the Guarantee and Collateral Agreement (each, as defined below), as applicable.

RECITALS:

WHEREAS, Pelican, Morgan Stanley, as administrative agent (in such capacity, the "Administrative Agent"), the lenders party thereto and the Collateral Agent, have entered into that certain Term Loan Agreement (Second Lien), dated as of May 1, 2018 (the "Term Loan Agreement");

WHEREAS, pursuant to the Term Loan Agreement, each Grantor, the Guarantors and the Collateral Agent have entered into that certain Guarantee and Collateral Agreement (Second Lien), dated as of May 1, 2018 (the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Term Loan Agreement and the Guarantee and Collateral Agreement, each Grantor is required to execute and deliver this Agreement; and

NOW, THEREFORE, each Grantor and the Collateral Agent, on behalf of the Secured Parties, hereby agree as follows:

Section 1. Grant of Security Interest in Trademarks

As security for the payment or performance, as the case may be, in full of the Obligations, (other than Remaining Contingent Obligations), each Grantor hereby confirms its assignment, pledge and grant of and, not in limitation of such confirmation, hereby assigns and pledges to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

(a) all Trademarks and all Trademark Licenses to which it is a party, including, without limitation, those set forth on Schedule I hereto;

(b) all reissues, extensions or renewals of the foregoing;

(c) all goodwill associated with or symbolized by any of the foregoing;

(d) all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the foregoing; and

(e) any and all claims for damages and injunctive relief for past, present or future infringement, dilution, violation, misuse or breach of any Trademark or any Trademark licensed under any Trademark License, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages;

provided that the Trademark Collateral shall not include, and each Grantor shall not be deemed to have assigned, pledged or granted a security interest in, any of such Grantor's right, title of interest in any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, but only if and to the extent that the granting of a security interest in such application would result in the invalidation of such application or any resulting registration.

Section 2. Guarantee and Collateral Agreement

The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Collateral Agent pursuant to the Guarantee and Collateral Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any irreconcilable conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall control.

Section 3. Term

The term of this Agreement shall be coterminous with the Guarantee and Collateral Agreement.

Section 4. CHOICE OF LAW

THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

Section 5. Counterparts

This Agreement and any amendments, waivers, consents or supplements may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all of which counterparts together shall constitute but one in the same instrument. This Agreement shall become effective upon the execution of a counterpart hereof by each of the parties hereto. Delivery of an executed signature page to this Agreement by facsimile transmission shall be as effective as delivery of a manually signed counterpart of this Agreement.

[SIGNATURE PAGE FOLLOWS]

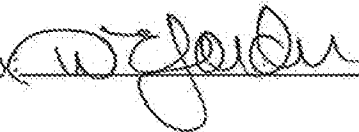
IN WITNESS WHEREOF, intending to be legally bound, each Grantor has caused this TRADEMARK SECURITY AGREEMENT (SECOND LIEN) to be duly executed and delivered by its duly authorized officer as of the date first set forth above.

Pelican Products, Inc.

By:  _____

Name: Donald E. Jordan
Title: Chief Financial Officer and Secretary

Pelican BioThermal LLC

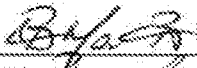
By:  _____

Name: Donald E. Jordan
Title: Vice President, Treasurer and Secretary

[Signature Page to Trademark Security Agreement (Second Lien)]

ACCEPTED AND AGREED
as of the date first above written:

MORGAN STANLEY SENIOR FUNDING, INC.,
as Collateral Agent

By: 
Name: *Brandon Lee Zick*
Title: *Authorized Signatory*




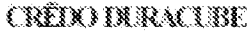



[Signature Page to Trademark Security Agreement (Second Lien)]



SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT (SECOND LIEN)




Trademarks and Applications


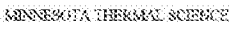
Trademarks (Registered)





Mark	Trademark Image	Reg. No.	Reg. Date	Owner
ADVANCED CASE SOLUTIONS PELICAN- HARDIGG AUTHENTIC & DESIGN		4195201	8/21/2012	Pelican Products, Inc.
BIG ED		2464555	6/26/2001	Pelican Products, Inc.
BLACK KNIGHT		2374688	8/8/2000	Pelican Products, Inc.
CREDO		3579237	2/24/2009	Pelican BioThermal LLC
CREDO		3582644	3/3/2009	Pelican BioThermal LLC
CREDO		4942350	4/19/2016	Pelican BioThermal LLC
CREDO		4536599	5/27/2014	Pelican BioThermal LLC





Mark	Trademark Image	Reg. No.	Reg. Date	Owner
CREDO CUBE		3824728	7/27/2010	Pelican BioThermal LLC
CREDO CUBE		3824727	7/27/2010	Pelican BioThermal LLC
CREDO CUBE		4961112	5/17/2016	Pelican BioThermal LLC
CREDO DURACUBE		4265750	12/25/2012	Pelican BioThermal LLC
CREDO ENCORE		4050248	11/1/2011	Pelican BioThermal LLC
CREDO ENCORE		4050255	11/1/2011	Pelican BioThermal LLC
CREDO PROENVISION		4939655	4/16/2016	Pelican BioThermal LLC
CREDO XTREME		3932483	3/15/2011	Pelican BioThermal LLC
DEFY THE ELEMENTS		2728001	6/17/2003	Pelican Products, Inc.



Mark	Trademark Image	Reg. No.	Reg. Date	Owner
DESIGN (CASE 1600)		2608696	8/20/2002	Pelican Products, Inc.
DOUBLE DUTY		3238305	5/1/2007	Pelican Products, Inc.
DUAL FLYING BLACK AND WHITE PELICANS WITH CIRCLE (v.1)		2245585	5/18/1999	Pelican Products, Inc.
FACETED FLASHLIGHT DESIGN		3075075	4/4/2006	Pelican Products, Inc.
GOLDEN HOUR	GOLDEN HOUR	2905775	11/30/2004	Pelican BioThermal LLC
GOLDEN HOUR	GOLDEN HOUR	4566876	7/15/2014	Pelican BioThermal LLC
H		2079013	7/15/1997	Pelican Products, Inc.
HARDBACK	HARDBACK	3249658	6/5/2007	Pelican Products, Inc.
HARDIGG		2083614	7/29/1997	Pelican Products, Inc.



Mark	Trademark Image	Reg. No.	Reg. Date	Owner
HARDIGG		4082307	1/10/2012	Pelican Products, Inc.
HARDIGG BLACK BOX		3599037	3/31/2009	Pelican Products, Inc.
HARDIGG CASES		2693139	3/4/2003	Pelican Products, Inc.
HARDIGG TL500i		3283692	8/21/2007	Pelican Products, Inc.
HEADSUP LITE		2173711	7/14/1998	Pelican Products, Inc.
HPX		2748356	8/5/2003	Pelican Products, Inc.
KINGLITE		3530509	11/11/2008	Pelican Products, Inc.
L1		3087520	5/2/2006	Pelican Products, Inc.
LASERPRO		2007904	10/15/1996	Pelican Products, Inc.

Mark	Trademark Image	Reg. No.	Reg. Date	Owner
LITTLE ED		2974280	7/19/2005	Pelican Products, Inc.
LOCK 'N LOAD		3551876	12/23/2008	Pelican Products, Inc.
MAC RACK		3771992	4/6/2010	Pelican Products, Inc.
MINNESOTA THERMAL SCIENCE		5041884	9/13/2016	Pelican BioThermal LLC
MITYLITE		1911248	8/15/1995	Pelican Products, Inc.
MOBILE ARMORY		3408095	4/8/2008	Pelican Products, Inc.
MOBILE IT		3671130	8/18/2009	Pelican Products, Inc.
MOBILE IT		4927073	3/29/2016	Pelican Products, Inc.
MOBILE MASTER		3086338	4/25/2006	Pelican Products, Inc.

Mark	Trademark Image	Reg. No.	Reg. Date	Owner
MOBILE MEDICAL		3671129	8/18/2009	Pelican Products, Inc.
MOBILE OFFICE		3589315	3/10/2009	Pelican Products, Inc.
NEMO		2646538	11/5/2002	Pelican Products, Inc.
PELI Logo		3039521	1/10/2006	Pelican Products, Inc.
PELI		5066676	10/25/2016	Pelican Products, Inc.
PELI BIOTHERMAL		5401936	2/13/2018	Pelican Products, Inc.
PELICAN		2240096	4/20/1999	Pelican Products, Inc.
PELICAN		1073913	9/27/1977	Pelican Products, Inc.
PELICAN		2227063	3/2/1999	Pelican Products, Inc.

Mark	Trademark Image	Reg. No.	Reg. Date	Owner
PELICAN		3756372	3/9/2010	Pelican Products, Inc.
PELICAN		5016969	8/9/2016	Pelican Products, Inc.
PELICAN BIOPHARMA		4489675	3/25/2014	Pelican Products, Inc.
PELICAN BIOTHERMAL		5251502	7/25/2017	Pelican Products, Inc.
PELICAN BIOTHERMAL		5252026	7/25/2017	Pelican Products, Inc.
PELICAN PROGEAR		4690649	2/24/2015	Pelican Products, Inc.
PELICAN LOGO (v.2)		3056945	2/7/2006	Pelican Products, Inc.
PELICAN YOU BREAK IT, WE REPLACE IT...FOREVER		3906816	1/18/2011	Pelican Products, Inc.
PELICAN- HARDIGG		3990155	7/5/2011	Pelican Products, Inc.

Mark	Trademark Image	Reg. No.	Reg. Date	Owner
PELICAN-HARDIGG ADVANCED CASE SOLUTIONS		4195229	8/21/2012	Pelican Products, Inc.
PELILITE		1278854	5/22/1984	Pelican Products, Inc.
PICK N PLUCK		2686435	2/11/2003	Pelican Products, Inc.
SABRELITE		1288867	8/7/1984	Pelican Products, Inc.
SKID-MATE		1140798	10/28/1980	Pelican Products, Inc.
SKID-MATE+PLUS		1401180	7/15/1986	Pelican Products, Inc.
STEALTHLITE		2246875	5/25/1999	Pelican Products, Inc.
STORM CASE		2670087	12/31/2002	Pelican Products, Inc.
STORM CASE		2751218	8/12/2003	Pelican Products, Inc.

Mark	Trademark Image	Reg. No.	Reg. Date	Owner
STORM CASE		4082408	1/10/2012	Pelican Products, Inc.
STORM CASE LOGO		4082407	1/10/2012	Pelican Products, Inc.
STORM LOGO DESIGN		3055053	1/31/2006	Pelican Products, Inc.
SUPERMAC		3485639	8/12/2008	Pelican Products, Inc.
TACTICOOOL		3555431	12/30/2008	Pelican Products, Inc.
TANK MATE		3332248	11/6/2007	Pelican Products, Inc.
TIC	TIC	3366787	1/8/2008	Pelican BioThermal LLC
TIC	TIC	5065356	10/18/2016	Pelican BioThermal LLC
TEST THE LIMITS		5215093	5/30/2017	Pelican Products, Inc.

Mark	Trademark Image	Reg. No.	Reg. Date	Owner
VERSABRITE		2197909	10/20/1998	Pelican Products, Inc.
VERSAFILL		3747241	2/9/2010	Pelican Products, Inc.
VORTEX		2952209	5/17/2005	Pelican Products, Inc.
YOU BREAK IT, WE REPLACE IT...FOREVER		5322146	10/31/2017	Pelican Products, Inc.