

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM482825

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RODD & Gunn Australia Pty. LTD.		07/19/2018	Proprietary Limited Company: AUSTRALIA
RECEIVING PARTY DATA			
Name:	CIBC Bank USA		
Street Address:	120 S. LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Chartered Bank: ILLINOIS		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	73739401	RODD & GUNN	
Serial Number:	75906227	RODD & GUNN	
Serial Number:	76183797		
Serial Number:	85664292	RODD & GUNN	
Serial Number:	86464493		
CORRESPONDENCE DATA			
Fax Number:			
<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:	3127018755		
Email:	ccronin@mayerbrown.com		
Correspondent Name:	Courtney Cronin		
Address Line 1:	71 s wacker		
Address Line 4:	Chicago, ILLINOIS 60606		
NAME OF SUBMITTER:	Courtney E. Cronin		
SIGNATURE:	/Courtney Cronin/		
DATE SIGNED:	07/20/2018		
Total Attachments: 8			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “Security Agreement”), is made as of July 19, 2018, by RODD & GUNN AUSTRALIA PTY. LTD. (ACN 003 714 458), an Australian proprietary company limited by shares existing under the laws of Australia (the “Grantor”) in favor of CIBC BANK USA, as Lender.

W I T N E S S E T H

WHEREAS, Rodd & Gunn USA Inc., a Delaware corporation (the “Borrower”), the other Loan Parties party thereto, and the Lender are parties to a certain Loan and Security Agreement dated as of July 19, 2018 (as amended, amended and restated or otherwise modified from time to time, the “Loan Agreement”), and certain other related loan documents (collectively, with the Loan Agreement, and as each may be amended or otherwise modified from time to time, the “Financing Agreements”).

WHEREAS, the Grantor and the Borrower are affiliates and run a combined business and as such the Grantor will receive direct and indirect benefits from the loans and other financial considerations provided by the Lender to the Borrower under the Financing Agreements.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

1. Incorporation of Financing Agreements. The Financing Agreements and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Financing Agreements.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Obligations, the Grantor hereby grants to Lender a continuing security interest in the Grantor’s entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising United States federal and state trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications (other than “intent to use” applications until a verified statement of use is filed with respect to such applications) in connection therewith, including, without limitation, the trademark registrations and applications listed on Schedule A attached hereto and made a part hereof and the trademarks, and renewals thereof, and all income, royalties, proceeds, damages and payments now and hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the “Trademarks”); all rights corresponding to any of the foregoing throughout the world and the goodwill of the Grantor’s business connected with the use of and symbolized by the Trademarks.

3. Representations and Warranties. The Grantor represents and warrants to Lender that:

(i) no Trademark that is material to Grantor's or any Loan Party's business has been adjudged invalid or unenforceable by a court of competent jurisdiction nor has any such Trademark been cancelled, in whole or in part and each such Trademark is presently subsisting;

(ii) to the knowledge of the Grantor, the Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each Trademark, free and clear of any liens (other than Permitted Liens), charges and encumbrances, including without limitation, shop rights and covenants by the Grantor not to sue third persons;

(iii) the Grantor has no notice of any suits or actions commenced or threatened with reference to any Trademark that is material to Grantor's or any Loan Party's business; and

(iv) the Grantor has the unqualified right to execute and deliver this Security Agreement and perform its terms.

4. Restrictions on Future Agreements. Except as otherwise provided herein, the Grantor agrees that until all Secured Obligations shall have been satisfied in full in cash and the Financing Agreements shall have been terminated, the Grantor shall not, without the prior written consent of Lender, such consent not to be unreasonably withheld, or except as otherwise permitted under the Loan Agreement, sell or assign its interest in any Trademark or enter into any other agreement with respect to any Trademark which would adversely affect the validity or enforcement of the rights transferred to Lender under this Security Agreement.

5. New Trademarks. The Grantor represents and warrants that, based on a diligent investigation by the Grantor, the Trademarks listed on Schedule A constitute all of the federally registered Trademarks, and federal applications for registration of Trademarks (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) now owned by the Grantor. If, before all Secured Obligations shall have been satisfied in full in cash or before the Financing Agreements have been terminated, the Grantor shall (i) become aware of any existing registered Trademarks or material unregistered Trademarks of which the Grantor has not previously informed Lender, or (ii) become entitled to the benefit of any registered Trademarks or material unregistered Trademarks, which benefit is not in existence on the date hereof, the Grantor shall give to Lender prompt written notice thereof. The Grantor hereby authorizes Lender to modify this Security Agreement by amending Schedule A to include any such Trademarks.

6. Term. The term of this Security Agreement shall extend until the payment in full in cash of all Secured Obligations and the termination of the Financing Agreements. The Grantor agrees that upon the occurrence and during the continuance of an Event of Default, the use by Lender of all Trademarks shall be without any liability for royalties or other related charges from Lender to the Grantor.

7. Product Quality. The Grantor agrees to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with commercially reasonable business practices. Upon the occurrence and during the continuance of an Event of

Default, the Grantor agrees that Lender, or a conservator appointed by Lender, shall have the right to establish such additional product quality controls as Lender, or said conservator, in its reasonable judgment, may deem necessary to assure maintenance of the quality of products sold by the Grantor under the Trademarks.

8. Security Interest Filing Authorization. The Grantor authorizes Lender to, at any time and from time to time, file a copy of this Security Agreement with the United States Patent and Trademark Office and any other financing statements, continuation statements, and amendments thereto that describe the collateral as “all United States trademark assets” of the Grantor, or words of similar effect, and which contain any other information required pursuant to the UCC for the sufficiency of filing office acceptance of any financing statement, continuation statement, or amendment, and the Grantor agrees to furnish any such information to Lender promptly upon request. Any such financing statement, continuation statement, or amendment may be signed by Lender on behalf of the Grantor and may be filed at any time in any United States jurisdiction.

9. Release of Security Agreement. This Security Agreement is made for collateral purposes only. Upon payment in full in cash of the Secured Obligations and termination of the Financing Agreements, Lender shall take such actions as may be necessary or proper to terminate the security interests created hereby and pursuant to the Financing Agreements

10. Expenses. All expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne by the Grantor. All fees, costs and expenses, of whatever kind or nature, including reasonable attorneys’ fees and legal expenses, incurred by Lender in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Trademarks or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks shall be borne by and paid the Grantor and until paid shall constitute Secured Obligations.

11. Duties of Grantor. The Grantor shall have the duty (i) to file and prosecute diligently, as commercially reasonable, any United States federal trademark applications pending as of the date hereof or hereafter with respect to Trademarks that are material to Grantor’s or any Loan Party’s business until the Secured Obligations shall have been paid in full in cash and the Financing Agreements have been terminated, (ii) to preserve and maintain all rights in the Trademarks that are material to Grantor’s or any Loan Party’s business, as commercially reasonable and (iii) to ensure that the Trademarks that are material to Grantor’s or any Loan Party’s business are and remain enforceable, as commercially reasonable. Any expenses incurred in connection with the obligations of the Grantor under this Section 11 shall be borne by the Grantor.

12. Lender’s Right to Sue. After the occurrence and during the continuance of an Event of Default, Lender shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and, if Lender shall commence any such suit, the Grantor shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents reasonably required by Lender in aid of such enforcement and the Grantor shall

promptly, upon demand, reimburse and indemnify Lender for all costs and expenses incurred by Lender in the exercise of its rights under this Section 12.

13. Waiver; Amendments. No delay on the part of Lender in the exercise of any right, power or remedy shall operate as a waiver thereof, nor shall any single or partial exercise by Lender of any right, power or remedy preclude other or further exercise thereof, or the exercise of any other right, power or remedy. No amendment, modification or waiver of, or consent with respect to, any provision of this Security Agreement shall in any event be effective unless the same shall be in writing and acknowledged by the party against whom it is charged, and then any such amendment, modification, waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

14. Severability. Whenever possible each provision of this Security Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Security Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Security Agreement.

15. Counterparts. This Security Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Security Agreement. Receipt of an executed signature page to this Security Agreement by facsimile or other electronic transmission shall constitute effective delivery thereof.

16. Cumulative Remedies; Power of Attorney; Effect on Financing Agreements. All of Lender's rights and remedies with respect to the Trademarks, whether established hereby or by the Financing Agreements, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. The Grantor hereby authorizes Lender upon the occurrence and during the continuance of an Event of Default, to make, constitute and appoint any officer or agent of Lender as Lender may select, in its sole discretion, as the Grantor's true and lawful attorney-in-fact, with power to (i) endorse the Grantor's name on all applications, documents, papers and instruments necessary or desirable for Lender in the use of the Trademarks or (ii) take any other actions with respect to the Trademarks as Lender deems to be in the best interest of Lender, or (iii) grant or issue any exclusive or non-exclusive license under the Trademarks to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone. The Grantor hereby ratifies all that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Secured Obligations shall have been paid in full in cash and the Financing Agreements have been terminated. The Grantor acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of Lender under the Financing Agreements but rather is intended to facilitate the exercise of such rights and remedies. Lender shall have, in addition to all other rights and remedies given it by the terms of this Security Agreement and the Financing Agreements, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Illinois. Notwithstanding the foregoing, in the event of any conflict or inconsistency between this Security Agreement and the Loan Agreement, the Loan Agreement shall control.

17. Successors and Assigns. This Security Agreement shall be binding upon the Grantor, Lender and their respective successor and assigns, and shall inure to the benefit of the Grantor, Lender and the successors and assigns of Lender. The Grantor may not assign or transfer any of its rights or obligations under this Security Agreement without the prior written consent of Lender.

18. Governing Law. THIS SECURITY AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF ILLINOIS APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES, AND APPLICABLE FEDERAL LAW.

19. Headings. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede.

20. Further Assurances. The Grantor agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Lender shall reasonably request from time to time in order to carry out the purpose of this Security Agreement and agreements set forth herein.

21. Survival of Representations. All representations and warranties of the Grantor contained in this Security Agreement shall survive the execution and delivery of this Security Agreement and shall be remade on the date of each borrowing under the Financing Agreements.

[Signatures Immediately Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Security Agreement as of the date first written above.

Grantor:

RODD & GUNN AUSTRALIA PTY. LTD.

By: 

Name: MICHAEL BEAGLEY

Title: Director

By: 

Name: HOWARD DONALD

Title: Director

Signature Page to Trademark Security Agreement (Rodd & Gunn Australia Pty. Ltd.)

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TRADEMARK
REEL: 006386 FRAME: 0896

Agreed and Accepted
As of the Date First Written Above

CIBC BANK USA,
as Lender

By: Miriam Dresner
Name: Miriam Dresner
Title: Officer





Signature Page to Trademark Security Agreement (Rodd & Gunn Australia Pty. Ltd.)

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TRADEMARK
REEL: 006386 FRAME: 0897

SCHEDULE A

Trademark Registrations

Trademark	Registration Number	Registration Date	Jurisdiction
 RODD & GUNN	73739401	October 20, 1992	United States
 RODD & GUNN	75906227	November 21, 2000	United States
	76/1837/97	August 5, 2003	United States
RODD & GUNN	85/664292	February 26, 2013	United States
	86/464493	April 12, 2016	United States

Trademark Applications

Trademark	Application Number	Application Date	Jurisdiction
N/A			