

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM500839

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Halex Holdings LLC		12/05/2018	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	Berkshire Bank		
Street Address:	One Van de Graaff Drive, Suite 202		
City:	Burlington		
State/Country:	MASSACHUSETTS		
Postal Code:	01803		
Entity Type:	Banking Corporation: MASSACHUSETTS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3327283	ONE TOUCH CAN OPENER	
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:	617-973-6100		
Email:	trademarks@pbl.com		
Correspondent Name:	Alan L. Chow		
Address Line 1:	800 Boylston Street		
Address Line 2:	Posternak Blankstein & Lund LLP		
Address Line 4:	Boston, MASSACHUSETTS 02199		
NAME OF SUBMITTER:	Alan L. Chow		
SIGNATURE:	/Alan L Chow/		
DATE SIGNED:	12/05/2018		
Total Attachments: 4			
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OP \$40.00 3327283

GRANT OF TRADEMARK SECURITY INTEREST

THIS GRANT OF TRADEMARK SECURITY INTEREST, dated as of December 5, 2018, is given by Halex Holdings LLC, a Florida limited liability company with a business address at 11770 US Hwy 1, Suite 305E, Palm Beach, FL 33408 ("Grantor"), to Berkshire Bank, a Massachusetts banking corporation having an address of One Van de Graaff Drive, Suite 202, Burlington, MA 01803 ("Grantee").

WHEREAS, the Grantor owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below);

WHEREAS, Grantor and Grantees have entered into that certain Security Agreement, dated as of even date herewith (the "Security Agreement"), pursuant to which Grantor has, among other things, granted to each Grantee a first priority security interest (the "Security Interest") in and to the Trademark Collateral.

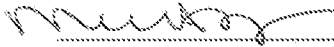
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to evidence further the Security Interest, Grantor hereby grants to the Grantees the Security Interest in all of the Debtor's right, title and interest in and to all trademark and service mark rights and like protections, whether registered or unregistered, including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including the trademark and service mark applications set forth on **Schedule A** hereto, and all foreign counterparts, together with the goodwill of the business symbolized by the foregoing and all rights to any causes of action for and claims for damages by reason of infringement of any of such trademark and service mark applications and like protections, past, present and future, wherever located and whether arising prior to or after the date hereof, and any and all other rights arising out of or otherwise relating thereto and all proceeds thereof, such as, by way of example and not by limitation, license royalties and proceeds of infringement suits (the "Trademark Collateral").

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantees with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein, including, without limitation, the provisions related to termination of the Security Agreement (and the Security Interest).

[Signature Page Follows]

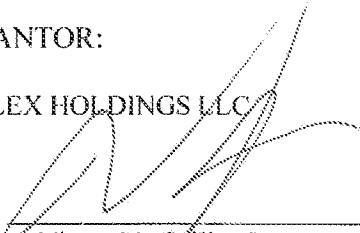
IN WITNESS WHEREOF, each of the Grantor and the Grantee have caused this Grant of Trademark Security Interest to be duly executed and delivered by it or its officer thereunto duly authorized as an instrument under seal as of the date hereof.

Witness


Name: Meredith Grob

GRANTOR:

HALEX HOLDINGS LLC


By: _____
Name: Victor N. Grillo, Jr.
Title: Manager

Witness

Name:

GRANTEE:

BERKSHIRE BANK

By: _____
Name: Christopher P. DeFronzo
Title: Vice President

[Signature Page to Grant of Trademark Security Interest]

IN WITNESS WHEREOF, each of the Grantor and the Grantee have caused this Grant of Trademark Security Interest to be duly executed and delivered by it or its officer thereunto duly authorized as an instrument under seal as of the date hereof.

Witness

GRANTOR:

HALEX HOLDINGS LLC


Name:

By: _____
Name: Victor N. Grillo, Jr.
Title: Manager

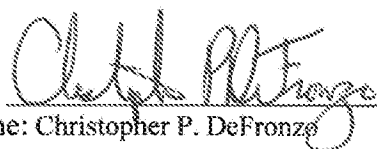
Witness

GRANTEE:

BERKSHIRE BANK



Name: Krystian Zawodniak

By: 

Name: Christopher P. DeFronzo
Title: Vice President

[Signature Page to Grant of Trademark Security Interest]

TRADEMARK
REEL: 006540 FRAME: 0673

SCHEDULE A

Trademarks and Service Marks and Applications

REGISTERED TRADEMARKS

Trademark	Registration Number	Serial Number
One Touch Can Opener	3327283	78809872