

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM501731

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CHELTEN HOUSE PRODUCTS, INC.		09/25/2018	Corporation: NEW JERSEY
RECEIVING PARTY DATA			
Name:	FMP AGENCY SERVICES, LLC		
Street Address:	21 Custom House Street, 10th Floor		
Internal Address:	c/o Falcon Investment Advisors, LLC		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2597278	SIMPLY NATURAL	
Registration Number:	2544514	CHELTEN HOUSE	
Registration Number:	2225256	MARINADE BAY PRODUCTS	
Registration Number:	1417573	DOCKSIDE	
Registration Number:	1771654	CHELTEN HOUSE	
Registration Number:	1927823	SIMPLY NATURAL	
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:	2122942684		
Email:	trademarkny@winston.com		
Correspondent Name:	Shreyansi Agarwal		
Address Line 1:	200 Park Avenue		
Address Line 2:	Winston & Strawn LLP		
Address Line 4:	New York, NEW YORK 10166		
ATTORNEY DOCKET NUMBER:	87239.00004		
NAME OF SUBMITTER:	Shreyansi Agarwal		

CH \$165.00 2597278

SIGNATURE:	/Shreyansi Agarwal by trademarkny/
DATE SIGNED:	12/12/2018
Total Attachments: 5 source=Falcon_Chelten - Trademark Security Agreement [Executed]#page1.tif source=Falcon_Chelten - Trademark Security Agreement [Executed]#page2.tif source=Falcon_Chelten - Trademark Security Agreement [Executed]#page3.tif source=Falcon_Chelten - Trademark Security Agreement [Executed]#page4.tif source=Falcon_Chelten - Trademark Security Agreement [Executed]#page5.tif	

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS EVIDENCED HEREBY AND ANY SECURITY INTERESTS OR OTHER LIENS SECURING SUCH OBLIGATIONS ARE SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN SUBORDINATION AND INTERCREDITOR AGREEMENT, DATED AS OF THE DATE HEREOF, AMONG FMP AGENCY SERVICES, LLC, AS AGENT FOR THE SUBORDINATED CREDITORS DESCRIBED THEREIN, THE SUBORDINATED CREDITORS PARTY THERETO, THE LOAN PARTIES PARTY THERETO, AND CITIZENS BANK OF PENNSYLVANIA AS AGENT FOR THE SENIOR CREDITORS DESCRIBED THEREIN.

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of September 25, 2018 (as amended, restated, supplemented or otherwise modified, this "Agreement"), among CHELTEN HOUSE PRODUCTS, INC., a New Jersey corporation ("Grantor") and FMP AGENCY SERVICES, LLC, as Administrative Agent (in such capacity, the "Administrative Agent").

Reference is made to (a) the Credit Agreement, dated as of September 25, 2018 among DABROW REALTY, LLC, a Nevada limited liability company ("Real Estate Borrower"; and together with Grantor, each a "Borrower" and collectively, jointly and severally, the "Borrowers"), the Lenders party thereto and the Administrative Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), and (b) the Pledge and Security Agreement, dated as of September 25, 2018, by and among the Borrowers and the Administrative Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

The Lenders have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement and the Borrowers have secured their obligations pursuant to the Security Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement.

Accordingly, the parties hereto agree as follows:

1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement.

2. Grant of Security Interest. As security for the payment or performance, as applicable, in full when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does grant to the Administrative Agent (and its successors and assigns), for the ratable benefit of the Secured Parties, a security interest in, all of Grantor's right, title and interest in, to or under any and all of the following assets now owned or at any time hereafter acquired (collectively, the "Trademark Collateral"):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, , uniform resource locations (URL's), domain names, , now existing or hereafter adopted or acquired, along with the goodwill associated therewith;

(b) all active and subsisting applications, registrations, and recordings associated therewith (excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment, or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such application), including without limitation the registrations and applications as set forth in Schedule I, and all reissues, renewals, continuations and extensions thereof and amendments thereto;

(c) all income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto;

(d) all other assets, rights and interests that uniquely reflect or embody such goodwill; and

(e) all rights and privileges of Grantor arising under applicable law with respect to the use of the Trademark Collateral.

3 Security Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

4 Recordation. The Grantor authorizes the Commissioner for Trademarks, and any other government officials to record and register this Trademark Security Agreement upon request by the Administrative Agent.

5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (e.g., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement.

6. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

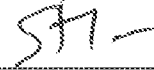
7. Specified Subordination Agreement. This Agreement and the rights and obligations evidenced hereby and any security interests or other liens securing such obligations are subordinate in the manner and to the extent set forth in that certain Specified Subordination Agreement, dated as of the date hereof, among the Lenders party thereto as "Subordinated Creditors", the Administrative Agent, as agent for the Subordinated Creditors, the Loan Parties party thereto, and Citizens Bank of Pennsylvania, as agent for the Senior Creditors described therein.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement as of the day and year first above written.

CHELTEN HOUSE PRODUCTS, INC.

By: _____

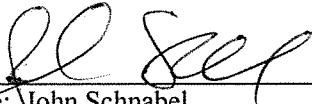


Name: Steven Dabrow

Title: President

[Signature Page to Trademark Security Agreement]


**FMP AGENCY SERVICES, LLC, as
Administrative Agent**


Name: John Schnabel
Title: Manager

[Signature Page to Trademark Security Agreement]

**TRADEMARK
REEL: 006549 FRAME: 0966**

SCHEDULE I
TRADEMARKS

Grantor	Mark	Reg. No.	Reg. Date	Serial No.	Filing Date	Country
Chelten House Products, Inc.	SIMPLY NATURAL	2597278	July 23, 2002	76162217	November 9, 2000	United States
Chelten House Products, Inc.	CHELTEN HOUSE	2544514	March 5, 2002	76162194	November 9, 2000	United States
Chelten House Products, Inc.	 "MARINAIDE BAY PRODUCTS & Design"	2225256	February 23, 1999	75327185	July 18, 1997	United States
Chelten House Products, Inc.	DOCKSIDE	1417573	November 18, 1986	73467535	February 27, 1984	United States
Chelten House Products, Inc.	CHELTEN HOUSE	1771654	May 18, 1993	74256471	March 17, 1992	United States
Chelten House Products, Inc.	SIMPLY NATURAL	1927823	October 17, 1995	74575917	September 20, 1994	United States
Chelten House Products, Inc.	SIMPLY NATURAL	TMA864305	November 4, 2013	1592260	August 30, 2012	Canada