

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM516899

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
WOLF-GORDON INC.		03/29/2019	Corporation: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ALLY BANK		
<b>Street Address:</b>	300 PARK AVENUE		
<b>City:</b>	NEW YORK		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	Chartered Bank: UTAH		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86939746	RAMPART	
<b>Serial Number:</b>	87143708	BILDENWOOD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Email:</b>	kansley@stradley.com		
<b>Correspondent Name:</b>	Kareem Ansley		
<b>Address Line 1:</b>	Stradley Ronon		
<b>Address Line 2:</b>	100 Park Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10017		
<b>ATTORNEY DOCKET NUMBER:</b>	188522-0001		
<b>NAME OF SUBMITTER:</b>	Kareem Ansley		
<b>SIGNATURE:</b>	/Kareem Ansley/		
<b>DATE SIGNED:</b>	04/02/2019		
<b>Total Attachments: 5</b>			
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## AMENDMENT NO. 1 TO GRANT OF SECURITY INTEREST IN TRADEMARKS

AMENDMENT NO. 1 TO GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Amendment") dated as of March 29, 2019, by WOLF-GORDON INC., a New York corporation ("Grantor"), in favor of ALLY BANK, a Utah state-chartered bank, as agent ("Agent").

### W I T N E S S E T H:

WHEREAS, pursuant to that certain Amended and Restated Loan and Security Agreement, dated as of the date hereof, by and among Grantor, the other Persons named therein as Loan Parties, Agent, Ally Bank and PineBridge Private Credit Agent LLC (the "Arrangers"), and the Persons signatory thereto from time to time as the Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement"), the Lenders have agreed to make Loans and to extend Letters of Credit to or for the benefit of Grantor and the other Loan Parties;

WHEREAS, Grantor executed and delivered to Agent that certain Grant of Security Interest in Trademarks, dated as of January 22, 2016 (the "Existing Trademark Security Agreement"), by Grantor in favor of Agent, pursuant to which Grantor granted to Agent, for the benefit of the Lenders, a security interest and first priority lien upon the Registered Trademarks (as defined in the Existing Trademark Security Agreement); and

WHEREAS, the Existing Trademark Security Agreement was recorded with the United States Patent and Trademark Office on January 24, 2016, at Reel/Frame 5714/0790; and

WHEREAS, the parties hereto desire to amend the Existing Trademark Security Agreement to (a) update, amend and modify the Registered Trademarks to include all of the Trademarks set forth on Schedule A attached hereto, including, without limitation, the new Trademarks acquired by Grantor since the date of the Existing Trademark Security Agreement (collectively, the "New Registered Trademarks"), and (b) ratify and confirm all other provisions of the Existing Trademark Security Agreement.

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

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Existing Trademark Security Agreement or, if not defined therein, in the Loan Agreement, and this Amendment shall be subject to the rules of construction set forth in Section 1.4 of the Loan Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. DEFINITION OF REGISTERED TRADEMARKS. The definition of Registered Trademarks set forth in Section 2 of the Existing Trademark Security Agreement shall be deemed to include, without limitation, the New Registered Trademarks.

3. AMENDMENT. Effective as of the date hereof, Schedule A to the Existing Trademark Security Agreement is hereby amended to include the New Registered Trademarks listed on Schedule A attached hereto (in addition to the other Registered Trademarks described in Schedule A to the Existing Trademark Security Agreement).

4. COUNTERPARTS. This Amendment may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Amendment. Delivery of an executed counterpart of this Amendment by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Amendment. Any party delivering an executed counterpart of this Amendment by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Amendment but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Amendment.

5. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS AMENDMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTIONS 10.11, 10.14 and 10.15 OF THE LOAN AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

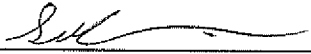
6. EFFECT OF THIS AMENDMENT. This Amendment constitutes the entire agreement of the parties hereto with respect to the subject matter hereof, and supersedes all prior oral or written communications, memoranda, proposals, negotiations, discussions, term sheets and commitments with respect to the subject matter hereof. Except as expressly amended pursuant hereto, no other changes or modifications or waivers to the Existing Trademark Security Agreement are intended or implied, and in all other respects the Existing Trademark Security Agreement is hereby specifically ratified and confirmed by all parties hereto as of the effective date hereof.

[signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed and delivered as of the day and year first above written.

**GRANTOR:**

**WOLF-GORDON INC.**

By:   
Name: Scott R. Rivard  
Title: Vice President

[signatures continued on following page]

*[Signature Page to Amendment No. 1 to Grant of Security Interest in Trademarks]*

**AGENT:**

ACCEPTED AND ACKNOWLEDGED BY:

**ALLY BANK**

By: 

Name: Joseph Skaferowsky

Title: Authorized Signatory

SCHEDULE A  
to  
AMENDMENT NO. 1 TO GRANT OF SECURITY INTEREST IN TRADEMARKS

<u>Trademark</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Registration No.</u>	<u>Issue Date</u>
RAMPART	86939746	Mar. 14, 2016	5064023	Oct. 18, 2016
BILDENWOOD	87143708	Aug. 18, 2016	5403574	Feb. 13, 2018