

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM515309

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Walpole Outdoors LLC		02/27/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Middlesex Savings Bank		
Street Address:	100 Ridge Drive		
Internal Address:	Suite 302		
City:	Norwood		
State/Country:	MASSACHUSETTS		
Postal Code:	02062		
Entity Type:	Corporation: MASSACHUSETTS		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	1055802	WALPOLE	
Registration Number:	1049611	WALPOLE	
Registration Number:	3567190	WALPOLE WOODWORKERS	
Registration Number:	3567192	WALPOLE WOODWORKERS	
Registration Number:	4408198	WALPOLE OUTDOORS	
Registration Number:	2380971	LAZY HILL FARM DESIGNS	
CORRESPONDENCE DATA			
Fax Number:	6177422355		
<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:	6177424200		
Email:	trademark@riw.com		
Correspondent Name:	Stacey C. Friends, Esq.		
Address Line 1:	255 State Street, 7th Floor		
Address Line 4:	Boston, MASSACHUSETTS 02109		
ATTORNEY DOCKET NUMBER:	06181-90		
NAME OF SUBMITTER:	Stacey C. Friends		

CH \$165.00 1055802

SIGNATURE:	/Stacey C. Friends/
DATE SIGNED:	03/21/2019
Total Attachments: 6 source=00787363#page1.tif source=00787363#page2.tif source=00787363#page3.tif source=00787363#page4.tif source=00787363#page5.tif source=00787363#page6.tif	

TRADEMARK SECURITY AGREEMENT

THIS SECURITY AGREEMENT is entered into as of February 27, 2019, by and between Walpole Outdoors LLC, a Delaware limited liability company having its principal place of business at 100 Ridge Drive, Suite 302, Norwood, Massachusetts 02062 (the "**Borrower**"), and Middlesex Savings Bank, a Massachusetts banking corporation with a principal place of business at 6 Main Street, Natick, Massachusetts 01760 ("**Bank**").

NOW THEREFORE, in consideration of the premises, Borrower hereby agrees with Bank as follows:

1. **Grant of Security Interest.** Borrower hereby grants to Bank a first priority security interest in, and conditionally assigns, but does not transfer title to Bank, all of Borrower's right, title and interest in and to the following (collectively, the "**Collateral**") to secure payment and performance of all obligations of Borrower to Bank whether such obligations are direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, including without limitation, those liabilities of Borrower to Bank pursuant to a Loan and Security Agreement (All Assets) of even date herewith between Bank, Borrower, Walpole Holdings, LLC and Walpole Realty, LLC, as the same may be amended from time to time (the "**Loan Agreement**") (collectively, the "**Obligations**").

The Collateral shall consist of the following:

(a) Each of the trademarks, and rights and interests protectible as trademarks, which are presently, or in the future may be, owned, created, acquired or used (whether pursuant to a license or otherwise) by Borrower, in whole or in part, and all trademark rights with respect thereto throughout the world, including all proceeds thereof (including license royalties and proceeds of infringement suits), and rights to renew and extend such trademarks and trademark rights;

(b) All of Borrower's right, title and interest, in and to the trademarks and trademark registrations listed on Schedule A attached hereto, as the same may be updated hereafter from time to time;

(c) All of Borrower's right, title and interest to register trademark claims under any state or federal trademark law or regulation of any foreign country, and to apply for, renew and extend the trademark registrations and trademark rights, the right (without obligation) to sue or bring opposition or cancellation proceedings in the name of Borrower or in the name of Bank for past, present and future infringements of the trademarks, registrations or trademark rights and all rights (but not obligations) corresponding thereto in the United States and any foreign country, and the associated goodwill;

(d) All general intangibles and goodwill relating to the Collateral; and

(e) All proceeds of any and all of the foregoing (including, without limitation, license royalties and proceeds of infringement suits) and, to the extent not otherwise included, all payments

under insurance, or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the Collateral.

2. Warranties and Representations. Borrower hereby warrants and represents to Bank the following:

(a) A true and complete schedule setting forth all federal and state trademark registrations owned or controlled by Borrower or licensed to Borrower, together with a summary description and full information in respect of the filing or issuance thereof and expiration dates is set forth on Schedule A;

(b) Each of the trademarks and trademark registrations is valid and enforceable, and Borrower is not presently aware of any past, present or prospective claim by any third party that any of the trademarks are invalid or unenforceable, or that the use of any trademarks violates the rights of any third person, or of any basis for any such claims;

(c) Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the trademarks and trademark registrations free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses, shop rights and covenants by Borrower not to sue third persons;

(d) Borrower has used and will continue to use proper statutory notice in connection with its use of each of the trademarks;

(e) Borrower has used and will continue to use consistent standards of high quality (which may be consistent with Borrower's past practices) in the manufacture, sale and delivery of products and services sold or delivered under or in connection with the trademarks, including, to the extent applicable, in the operation and maintenance of its merchandising operations, and will continue to maintain the validity of the trademarks;

(f) Except for the filing of a financing statement with the Secretary of State of Delaware under the Uniform Commercial Code and filings with the United States Patent and Trademark Office necessary to perfect the security interests created hereunder, no authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required either for the grant by Borrower of the security interest hereunder or for the execution, delivery or performance of this Agreement by Borrower or for the perfection of or the exercise by Bank of its rights hereunder to the Collateral in the United States.

3. After-Acquired Trademark Rights. If Borrower shall obtain rights to any new trademarks, the provisions of this Agreement shall automatically apply thereto. Borrower shall give prompt notice in writing to Bank with respect to any such new trademarks or renewal or extension of any trademark registration. Borrower shall bear any expenses incurred in connection with future applications for trademark registration.

4. Litigation and Proceedings. Borrower shall commence and diligently prosecute in its own name, as the real party in interest, for its own benefit, and its own expense, such suits, administrative

proceedings or other actions for infringement or other damages as are in its reasonable business judgment necessary to protect the Collateral. Borrower shall provide to Bank any information with respect thereto requested by Bank. Bank shall provide at Borrower's expense all necessary cooperation in connection with any such suit, proceeding or action, including, without limitation, joining as a necessary party. Following Borrower's becoming aware thereof, Borrower shall notify Bank of the institution of, or any adverse determination in, any proceeding in the United States Patent and Trademark Office, or any United States, state or foreign court regarding Borrower's claim of ownership in any of such trademarks, its right to apply for the same, or its right to keep and maintain such trademark rights.

5. Power of Attorney. Borrower grants Bank power of attorney, having the full authority, and in the place of Borrower and in the name of Borrower, from time to time in Bank's discretion to take any action and to execute any instrument which Bank may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation, as may be subject to the provisions of the Loan Agreement:

(a) To endorse Borrower's name on all applications, documents, papers and instruments necessary for Bank to use or maintain the Collateral;

(b) To ask, demand, collect, sue for, recover, impound, receive and give acquittance and receipts for money due or to become due under or in respect of any of the Collateral;

(c) To file any claims or take any action or institute any proceedings that Bank may deem necessary or desirable for the collection of any of the Collateral or otherwise to enforce Bank's rights with respect to any of the Collateral and to assign, pledge, convey or otherwise transfer title in or dispose of the Collateral to any person.

7. Right to Inspect. Borrower grants to Bank and its employees and agents the right to visit Borrower's plants and facilities which manufacture, inspect or store products sold under any of the trademarks, and to inspect the products and quality control records relating thereto at reasonable times during regular business hours.

8. Events of Default. Any of the following events shall be an Event of Default:

(a) Borrower fails to make any payment of principal or interest or any other payment on any Obligation when due and payable, by acceleration or otherwise; and

(b) the occurrence of an Event of Default as that term is defined in the Loan Agreement.

9. Specific Remedies. Upon the occurrence of any Event of Default:

(a) Bank may cease advancing money or extending credit to or for the benefit of Borrower under the Loan Agreement or under any other agreement between Borrower and Bank.

(b) Bank may declare all Obligations to be due and payable immediately, whereupon they shall immediately become due and payable without presentment, demand, protest or notice of any kind, all of which are hereby expressly waived by Borrower;

(c) Bank may set off against the Obligations all Collateral, balances, credits, deposits, accounts or moneys of Borrower then or thereafter held with Bank, including amounts represented by certificates of deposit;

(d) Bank may notify licensees to make royalty payments on license agreements directly to Bank;

(e) Bank may sell or assign the Collateral and associated goodwill at public or private sale for such amounts, and at such time or times as Bank deems advisable. Any requirement of reasonable notice of any disposition of the Collateral shall be satisfied if such notice is sent to Borrower ten (10) days prior to such disposition. Borrower shall be credited with the net proceeds of such sale only when they are actually received by Bank, and Borrower shall continue to be liable for any deficiency remaining after the Collateral is sold or collected;

(f) If the sale is to be a public sale, Bank shall also give notice of the time and place by publishing a notice one time at least ten (10) calendar days before the date of the sale in a newspaper of general circulation in the county in which the sale is to be held; and

(g) To the maximum extent permitted by applicable law, Bank may be the purchaser of any or all of the Collateral and associated goodwill at any public sale and shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Collateral sold at any public sale, to use and apply all or any part of the Obligations as a credit on account of the purchase price of any Collateral payable by Bank at such sale.

10. Governing Law. All acts and transactions hereunder and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the Commonwealth of Massachusetts.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Borrower and Bank have caused this Agreement to be executed by their duly authorized officers as of the date first above written.

WALPOLE OUTDOORS LLC

By: [Signature]
Donald Charlton, Vice President

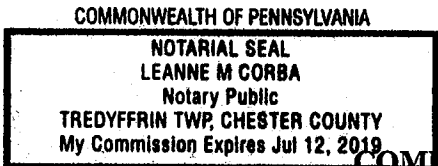
~~MIDDLESEX SAVINGS BANK~~

By: [Signature]
~~Timothy P. Fahey, Senior Vice President~~

COMMONWEALTH OF ~~MASSACHUSETTS~~ PENNSYLVANIA

County of Chester

On this 26th day of February, 2019, before me, the undersigned notary public, personally appeared Donald Charlton, as Vice President of Walpole Outdoors LLC, proved to me to be the person whose name is signed on the preceding document, through satisfactory evidence of identification, namely a driver's license issued by the Commonwealth of Massachusetts, bearing the photographic image of the face and signature of Donald Charlton, and acknowledged to me that he signed it voluntarily as Vice President of Walpole Outdoors LLC, for its stated purpose.



[Signature]
Notary Public
My Commission Expires: July 12, 2019

~~COMMONWEALTH OF MASSACHUSETTS~~

County of _____

On this _____ day of February, 2019, before me, the undersigned notary public, personally appeared Timothy P. Fahey, as Senior Vice President of Middlesex Savings Bank, proved to me to be the person whose name is signed on the preceding document, through satisfactory evidence of identification, namely a driver's license issued by the Commonwealth of Massachusetts, bearing the photographic image of the face and signature of Timothy P. Fahey, and acknowledged to me that he signed it voluntarily as Senior Vice President of Middlesex Savings Bank, for its stated purpose.

Notary Public
My Commission Expires: _____

[Signature Page to Trademark Security Agreement]

SCHEDULE A

**TO A TRADEMARK SECURITY AGREEMENT
BETWEEN WALPOLE OUTDOORS INC. (Borrower)
AND
MIDDLESEX SAVINGS BANK (Bank)
DATED: FEBRUARY 27, 2019**

REGISTERED TRADEMARKS (USA)

Trademark	Registration No.	Registration Date
WALPOLE	1055802	January 4, 1977
WALPOLE	1049611	October 5, 1976
WALPOLE WOODWORKERS	3567190	January 27, 2009
WALPOLE WOODWORKERS	3567192	January 27, 2009
WALPOLE OUTDOORS	4408198	September 24, 2013
LAZY HILL FARM DESIGNS	2380971	August 29, 2000

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