

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM539236

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Wolf Organization, LLC		09/03/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	MANUFACTURERS AND TRADERS TRUST COMPANY		
Street Address:	One M and T Plaza		
Internal Address:	345 Main Street		
City:	Buffalo		
State/Country:	NEW YORK		
Postal Code:	14203		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	5633831	SMARTSHIELD	
Registration Number:	5168024	W	
Registration Number:	5313685	W	
Registration Number:	5168023	W WOLF HOME PRODUCTS	
Registration Number:	4276745	WOLF	
Registration Number:	4276746	WOLF	
Registration Number:	2163439	WOLF DISTRIBUTING COMPANY LEADER OF THEP	
Registration Number:	5168025	WOLF HOME PRODUCTS	
Registration Number:	3901472	WOLF LEADER OF THE PACK	
Registration Number:	2185487	PALETTE COLLECTION	
Serial Number:	88217491	COLORWATCH100	
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>			
Email:	ipdockets@dbr.com		
Correspondent Name:	Danielle E. Fine		
Address Line 1:	One Logan Square, Ste. 2000		

OP \$290.00 5633831

Address Line 2: DRINKER BIDDLE & REATH LLP
Address Line 4: Philadelphia, PENNSYLVANIA 19103-6996

ATTORNEY DOCKET NUMBER: 042858-525787

NAME OF SUBMITTER: Erin N. Theroux

SIGNATURE: /Erin N. Theroux/

DATE SIGNED: 09/03/2019

Total Attachments: 4

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source=MT_Wolf - Trademark Security Agreement Executed#page3.tif
source=MT_Wolf - Trademark Security Agreement Executed#page4.tif

NOTICE OF GRANT OF A SECURITY INTEREST—TRADEMARKS

This NOTICE OF GRANT OF A SECURITY INTEREST—TRADEMARKS (this “*Notice of Grant of a Security Interest—Trademarks*”) is made as of September 3, 2019, by and among The Wolf Organization, LLC (“*Grantor*”) and Manufacturers and Traders Trust Company, in its capacity as Administrative Agent for itself and the other Credit Parties (together with its successors and assigns in such capacity, “*Grantee*”).

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated September 3, 2019 (as amended, restated, supplemented, modified or otherwise changed from time to time, the “*Security Agreement*”), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Credit Parties, a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks (other than any “intent-to-use” application for registration of a trademark), together with, among other things, the goodwill of the business symbolized by Trademarks owned by the Grantor, including those set forth on Schedule A hereto (the “*Collateral*”), to secure the payment, performance and observance of the Secured Obligations. Notwithstanding the foregoing, no grant of any security interest shall be deemed to have been granted hereunder in any Excluded Property and in no event shall the Collateral include any agreement that, by its terms, prohibits the grant of a security interest.

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby pledges to the Grantee and grants to the Grantee, for the benefit of the Credit Parties, a continuing first priority security interest (subject to any prior security interests in respect of Permitted Liens permitted to be senior in accordance with the Credit Agreement) in the Collateral.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the 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 any provision herein and any provision of the Security Agreement, the Security Agreement shall control.

This Notice of Grant of a Security Interest—Trademarks may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

IN WITNESS WHEREOF, the Grantor has caused this Notice of Grant of a Security Interest—
Trademarks to be duly executed by its officer thereunto duly authorized as of the date first set forth
above.

GRANTOR

THE WOLF ORGANIZATION, LLC


By: 

Name: Gabriel Wood

Title: Vice President and Secretary

[Signature Page to Notice of Grant of Security Interest – Trademarks]

MANUFACTURERS AND TRADERS TRUST
COMPANY, as Grantee

By: 
Name: Sarah C. Lessey
Title: Vice President

[Signature Page to Notice of Grant of Security Interest -- Trademarks]

TRADEMARK
REEL: 006735 FRAME: 0408

**SCHEDULE A
TO
GRANT OF A SECURITY INTEREST**

1. Trademark Registrations

Serial No.	Reg. No.	Mark	Owner
87531749	5633831	SMARTSHIELD	The Wolf Organization, LLC
86916165	5168024	W and Design	The Wolf Organization, LLC
87312010	5313685	W and Design	The Wolf Organization, LLC
86916153	5168023	W WOLF HOME PRODUCTS and Design	The Wolf Organization, LLC
85437587	4276745	WOLF	The Wolf Organization, LLC
85437600	4276746	WOLF	The Wolf Organization, LLC
75202834	2163439	WOLF DISTRIBUTING COMPANY LEADER OF THE PACK	The Wolf Organization, LLC
88916172	5168025	WOLF HOME PRODUCTS	The Wolf Organization, LLC
77794115	3901472	WOLF LEADER OF THE PACK	The Wolf Organization, LLC
75247178	2185487	PALETTE COLLECTION and Design	The Wolf Organization, LLC ¹

2. Trademark Applications

Serial No.	Reg. No.	Mark	Owner
88217491		ColorWatch100	The Wolf Organization, LLC

¹The Registered Owner for this trademark is listed as “Wolf Organization, Inc., The”