

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM539264

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement (ABL)		
SEQUENCE:	3		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pelican Products, Inc.		09/03/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Morgan Stanley Senior Funding, Inc., as Collateral Agent		
Street Address:	1585 Broadway		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	88430084	CORRECT COLOR	
Serial Number:	88441498	PELICAN	
Registration Number:	4790987	TREKPAK	
Registration Number:	4914055	TREKPAK	
CORRESPONDENCE DATA			
Fax Number:	2138918763		
<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:	rhonda.deleon@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	355 South Grand Avenue		
Address Line 4:	Los Angeles, CALIFORNIA 90071-1560		
ATTORNEY DOCKET NUMBER:	039125-0023		
NAME OF SUBMITTER:	Rhonda DeLeon		
SIGNATURE:	/Rhonda DeLeon/		
DATE SIGNED:	09/03/2019		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT (ABL)

This TRADEMARK SECURITY AGREEMENT (ABL) (this "Agreement"), dated as of September 3, 2019, is by and among Pelican Products, Inc., a Delaware corporation located at 23215 Early Avenue, Torrance, California 90505 (the "Grantor") and Morgan Stanley Senior Funding, Inc. ("Morgan Stanley"), a bank organized under the laws of Delaware located at 1585 Broadway, New York, New York 10036, as collateral agent for the Lenders party to the Credit Agreement referred to below (in such capacity, the "Collateral Agent"). All capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Credit Agreement or the Guarantee and Collateral Agreement (each, as defined below), as applicable.

RECITALS:

WHEREAS, the Grantor, Morgan Stanley, as administrative agent (in such capacity, the "Administrative Agent"), the lenders party thereto and the Collateral Agent, have entered into that certain ABL Credit Agreement, dated as of May 1, 2018 (the "Credit Agreement");

WHEREAS, pursuant to the Credit Agreement, the Grantor, the Guarantors and the Collateral Agent have entered into that certain Guarantee and Collateral Agreement (ABL), dated as of May 1, 2018 (the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Credit Agreement and the Guarantee and Collateral Agreement, the Grantor is required to execute and deliver this Agreement; and

NOW, THEREFORE, the Grantor and the Collateral Agent, on behalf of the Secured Parties, hereby agree as follows:

Section 1. Grant of Security Interest in Trademarks

As security for the payment or performance, as the case may be, in full of the Obligations, (other than Remaining Contingent Obligations), the Grantor hereby confirms its assignment, pledge and grant of and, not in limitation of such confirmation, hereby assigns and pledges to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral");

(a) all Trademarks and all Trademark Licenses to which it is a party, including, without limitation, those set forth on Schedule I hereto;

(b) all reissues, extensions or renewals of the foregoing;

(c) all goodwill associated with or symbolized by any of the foregoing;

(d) all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the foregoing; and

(e) any and all claims for damages and injunctive relief for past, present or future infringement, dilution, violation, misuse or breach of any Trademark or any Trademark licensed under

any Trademark License, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages;

provided that the Trademark Collateral shall not include, and the Grantor shall not be deemed to have assigned, pledged or granted a security interest in, any of the Grantor's right, title of interest in any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, but only if and to the extent that the granting of a security interest in such application would result in the invalidation of such application or any resulting registration.

Section 2. Guarantee and Collateral Agreement

The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Collateral Agent pursuant to the Guarantee and Collateral Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any irreconcilable conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall control.

Section 3. Term

The term of this Agreement shall be coterminous with the Guarantee and Collateral Agreement.

Section 4. CHOICE OF LAW

THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.


Section 5. Counterparts

This Agreement and any amendments, waivers, consents or supplements may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all of which counterparts together shall constitute but one in the same instrument. This Agreement shall become effective upon the execution of a counterpart hereof by each of the parties hereto. Delivery of an executed signature page to this Agreement by facsimile transmission shall be as effective as delivery of a manually signed counterpart of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, intending to be legally bound, the Grantor has caused this TRADEMARK SECURITY AGREEMENT (ABL) to be duly executed and delivered by its duly authorized officer as of the date first set forth above.

Pelican Products, Inc.

By: 
Name: Lyndon J. Faulkner
Title: President and Chief Executive Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT (ABL)]

TRADEMARK
REEL: 006735 FRAME: 0530

ACCEPTED AND AGREED
as of the date first above written:

MORGAN STANLEY SENIOR FUNDING, INC.,
as Collateral Agent



By: _____

Name: Ethan Plater


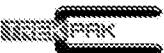
Title: Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT (ABL)]

TRADEMARK
REEL: 006735 FRAME: 0531

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT (ABL)

Trademarks and Applications

Mark	Application No. Filing Date	Registration No. Registration Date	Grantor
CORRECT COLOR	88/430084 5/14/2019		Pelican Products, Inc.
PELICAN & Design  PELICAN	88/441498 5/22/2019		Pelican Products, Inc.
TREKPAK	85/844811 2/8/2013	4790987 8/11/2015	Pelican Products, Inc.
TREKPAK 	85/844835 2/8/2013	4914055 3/8/2016	Pelican Products, Inc.