

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM557006

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pride Manufactuirng Company, LLC		12/24/2019	Limited Liability Company: WISCONSIN
RECEIVING PARTY DATA			
Name:	MidCap Financial Trust, as Administrative Agent		
Street Address:	7255 WoodMont Avenue, Suite 200		
Internal Address:	c/o MidCap Financial Services, LLC, as Servicer		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	Statutory Trust: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	4902153	ORCA	
Registration Number:	4902152	ORCA	
Registration Number:	4918413		
Registration Number:	4844630	ORCA COOLERS	
Registration Number:	4915302	ORCA POD	
Registration Number:	5142912	ORCA ROCKET	
Registration Number:	5158808	CHASER	
Registration Number:	5142913	CHASERTINI	
Registration Number:	5196995	PODSTER	
Registration Number:	4423223	THE PLAINS	
Registration Number:	4423222	THE CURE	
Registration Number:	4423221	BLUE WATER	
Registration Number:	4423220	WILDERNESS	
CORRESPONDENCE DATA			
Fax Number:	3128637865		
<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>			

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Phone: 3122013865
Email: sharon.patterson@goldbergkohn.com
Correspondent Name: Sharon Patterson, Paralegal
Address Line 1: Goldberg Kohn Ltd., 55 E. Monroe St.
Address Line 2: Ste 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER: 6605.046

NAME OF SUBMITTER: Sharon Patterson

SIGNATURE: /sharon patterson/

DATE SIGNED: 01/10/2020

Total Attachments: 5

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**AMENDMENT NO. 1 TO NOTICE OF GRANT OF SECURITY INTEREST
IN TRADEMARKS**

THIS AMENDMENT NO. 1 TO NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Amendment"), dated as of December 24, 2019, by **PRIDE MANUFACTURING COMPANY, LLC**, a Wisconsin limited liability company ("Grantor"), in favor of **MIDCAP FINANCIAL TRUST**, in its capacity as Administrative Agent for the Lenders party to the Credit Agreement (defined below) (together with its successors and assigns, "Grantee").

W I T N E S S E T H:

WHEREAS, Grantor, Grantee and Lenders, along with the other parties thereto, are parties to that certain Credit and Guaranty Agreement, dated as of December 15, 2015 (as the same may be amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), providing for extension of credit to be made to Grantor by Lenders;

WHEREAS, pursuant to the terms of the Credit Agreement and that certain Security and Pledge Agreement, dated as of December 15, 2015, by and among Grantor, Grantee and the other parties thereto (as the same may be amended, restated, supplemented, or otherwise modified from time to time, the "Security Agreement"; all terms capitalized but not otherwise defined herein shall have the same meanings herein as set forth in the Security Agreement), Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor, including, among other things, all right, title and interest of Grantor and a right to set off against, any and all right, title and interest of such Grantor in and to all of the following, whether now owned or existing, or owned, acquired or arising hereafter: (i) all of Grantor's Trademarks, together with any renewals thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, but excluding any intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. §1051(c) or 15 U.S.C. §1051(d), respectively, or, if filed, has not been deemed in conformance with 15 U.S.C. §1051(a) or examined and accepted by the United States Patent and Trademark Office, and (ii) all Proceeds of any such Trademarks, including, among other things, Trademark Licenses (collectively, the "Trademark Collateral");

WHEREAS, in connection with the Security Agreement, and in order to secure Grantor's Obligations, Grantor and Grantee entered into that certain Notice of Grant of Security Interest in Trademarks, dated as of December 13, 2016 (as the same may be amended, restated, supplemented, or otherwise modified from time to time, the "Trademark Security Agreement");

WHEREAS, since the date of Grantor's execution of the Trademark Security Agreement, Grantor has acquired interests in additional Trademarks (the "New Trademarks"); and

WHEREAS, Grantor and Grantee have agreed to amend the Trademark Security Agreement to confirm the inclusion of the New Trademarks in the Trademark Collateral.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree as follows:

1. Amendments to Trademark Security Agreement. The Trademark Security Agreement is hereby amended as follows:

(a) The Trademark Security Agreement is hereby amended by adding the following Section 5 immediately following Section 4 thereof:

5. Authorization to Supplement. If Grantor shall obtain rights to any new trademarks, the provisions of this Agreement shall automatically apply thereto. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Grantee unilaterally to modify this Agreement by amending Schedule 1 to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule 1 shall in any way affect, invalidate or detract from Grantee's continuing security interest in all Collateral, whether or not listed on Schedule 1.

(b) Schedule 1 to the Trademark Security Agreement is hereby amended by adding the New Trademarks set forth on Schedule 1 attached hereto.

2. Effect of Amendment. Except as expressly amended by this Amendment, the terms of the Trademark Security Agreement shall remain in full force and effect as executed.

3. Governing Law. THIS AMENDMENT AND ALL MATTERS RELATING HERETO OR ARISING HEREFROM (WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE), SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.


4. Counterparts. This Amendment and may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. Delivery of an executed signature page of this Amendment by facsimile transmission or electronic mail transmission shall as effective as delivery of a manually executed counterpart hereof or thereof.

(Signature Pages Follow)

IN WITNESS WHEREOF, intending to be legally bound, Grantor has duly executed this Amendment as of the day and year first hereinabove set forth.

GRANTOR:

PRIDE MANUFACTURING COMPANY, LLC, a
Wisconsin limited liability company

By: 
Name: Brian Sudbrink
Title: Chief Financial Officer and Secretary

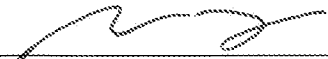
Agreed and Accepted
As of the Date First Written Above

GRANTEE:

MIDCAP FINANCIAL TRUST, a Delaware statutory
trust




By: Apollo Capital Management, L.P.
Its: Investment Manager

By: Apollo Capital Management GP, LLC
Its: General Partner

By: 
Name: Maurice Amsellem
Title: Authorized Signatory

Schedule 1

Trademarks and Trademark Applications

Mark	Reg. / App. No.	Filing Date	Reg. Date	Current Owner of Record
	Reg. 4902153	7/18/12	2/16/16	PRIDE MANUFACTURING COMPANY, LLC
ORCA	Reg. 4902152	07/18/12	02/16/16	PRIDE MANUFACTURING COMPANY, LLC
	Reg. 4918413	07/18/12	03/15/16	PRIDE MANUFACTURING COMPANY, LLC
	Reg. 4844630	03/05/15	11/03/15	PRIDE MANUFACTURING COMPANY, LLC
ORCA POD	Reg. 4915302	05/12/15	03/08/16	PRIDE MANUFACTURING COMPANY, LLC
ORCA ROCKET	Reg. 5142912	11/11/15	02/14/17	PRIDE MANUFACTURING COMPANY, LLC
CHASER	Reg. 5158808	11/12/15	03/14/17	PRIDE MANUFACTURING COMPANY, LLC
CHASERTINI	Reg. 5142913	11/11/15	02/14/17	PRIDE MANUFACTURING COMPANY, LLC
	Reg. 5196995	03/29/16	05/02/17	PRIDE MANUFACTURING COMPANY, LLC
THE PLAINS	Reg. 4423223	08/07/12	10/22/13	PRIDE MANUFACTURING COMPANY, LLC
THE CURE	Reg. 4423222	08/07/12	10/22/13	PRIDE MANUFACTURING COMPANY, LLC
BLUE WATER	Reg. 4423221	07/18/12	10/22/13	PRIDE MANUFACTURING COMPANY, LLC
WILDERNESS	Reg. 4423220	07/18/12	10/22/13	PRIDE MANUFACTURING COMPANY, LLC