

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM575858

<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>
Pfanstiehl, Inc.		05/07/2020	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PNC Bank, National Association		
<b>Street Address:</b>	500 First Avenue		
<b>Internal Address:</b>	Commercial Loan Service Center/DCC		
<b>City:</b>	Pittsburgh		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	15219		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4759722	PFANSTIEHL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2158325619		
<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>Phone:</b>	2155695619		
<b>Email:</b>	pecsenye@blankrome.com		
<b>Correspondent Name:</b>	Timothy D. Pecsénye (074658-13017 ND)		
<b>Address Line 1:</b>	One Logan Square		
<b>Address Line 2:</b>	8th Floor		
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19103		
<b>ATTORNEY DOCKET NUMBER:</b>	074658-13017		
<b>NAME OF SUBMITTER:</b>	Timothy D. Pecsénye		
<b>SIGNATURE:</b>	/Timothy D. Pecsénye/		
<b>DATE SIGNED:</b>	05/11/2020		
<b>Total Attachments: 5</b>			
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**TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 7th day of May, 2020 by **PFANSTIEHL, INC.**, a Delaware corporation (the "Grantor"), in favor of **PNC BANK, NATIONAL ASSOCIATION** ("PNC"), in its capacity as agent ("Agent") for the Lenders.

W I T N E S S E T H

WHEREAS, Grantor and each other Person joined to the Credit Agreements (defined below) as borrowers have entered into that certain (i) Amended and Restated Revolving Credit, Term Loan and Security Agreement, dated as of April 30, 2020 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Domestic Credit Agreement"), by and among Grantor, certain of Grantor's Subsidiaries and Affiliates from time to time party thereto, the financial institutions which are now or which hereafter become a party thereto as lenders (collectively, together with their successors and assigns, the "Domestic Lenders") and Agent and (ii) Amended and Restated Export-Import Revolving Credit and Security Agreement, dated as of April 30, 2020 (as amended, supplemented, restated or otherwise modified from time to time, the "Ex-Im Credit Agreement" and together with the Domestic Credit Agreement, collectively, the "Credit Agreements") by and among Grantor, certain of Grantor's Subsidiaries and Affiliates from time to time party thereto, the financial institutions which are now or which hereafter become a party thereto as lenders (collectively, together with their successors and assigns, the "Ex-Im Lenders" and together with the Domestic Lenders, collectively, the "Lenders") and Agent, pursuant to which Agent and Lenders provided for the extension of credit to be made Grantor and the other Borrowers; and

WHEREAS, Grantor has granted to Agent, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks (subject to any exclusions set forth therein), together with the goodwill of the business symbolized by Grantor's trademarks and all products and proceeds thereof, to secure the payment of all amounts owing by Borrowers to Agent and Lenders under the Credit Agreements.

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 agrees as follows:

1. All terms capitalized herein but not otherwise defined herein shall have the same meanings ascribed to them in the applicable Credit Agreements.

2. To secure the payment and performance of the Obligations under the Credit Agreements, Grantor hereby grants to Agent, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Credit Agreements, of a continuing security interest in Grantor's entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising (collectively, the "Trademark Collateral"):

(a) all of Grantor's trademarks, trademark applications, service marks, service mark applications, trade names, domain name, mask works and associated goodwill

(collectively, “Trademarks”), and any license to which such Grantor is a party for any of the foregoing (each such license, a “License”), including those Trademarks referred to on Schedule 1 hereto, other than as expressly set forth in the Credit Agreements, including if the grant of such security interest (x) constitutes or results in the abandonment of, invalidation of or rendering unenforceable any of its right, title or interest therein or result in a breach of the terms of, or constitute a default under, such Trademark or License or (y) constitutes or results in a breach or termination pursuant to the terms of, or a default under, any lease, license, permit, contract or other agreement related to such Trademark or License (including any requirement to obtain the consent of any third party thereunder) (other than to the extent that any such term would be rendered ineffective pursuant to Section 9-406, 9-407 or 9-408 of the Uniform Commercial Code or any other applicable law or principles of equity);

(b) all reissues, continuations, continuations-in-part, substitutes, extensions or renewals of and improvements on the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement or dilution of any Trademark or any Trademark licensed under any License.

3. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Credit Agreements. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreements, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Agreement and the Credit Agreements, the terms of the Credit Agreements shall control.

4. If Grantor shall obtain rights to any new Trademark Collateral, this Agreement shall automatically apply thereto.

5. This Agreement may be executed in any number of and by different parties hereto on separate counterparts, all of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any signature delivered by a party by facsimile, .pdf or similar method of electronic transmission shall be deemed to be an original signature hereto.

6. This Agreement and all matters relating hereto or arising herefrom (whether arising under contract law, tort law or otherwise) shall be governed by and construed in accordance with the laws of the State of New York applied to contracts to be performed wholly within the State of New York. Sections 1.4 [Certain Matters of Construction] and 16.1 [Governing Law] of the Credit Agreements are hereby incorporated herein, *mutatis mutandis*.


*[Remainder of page intentionally left blank; signature page follows.]*

**[SIGNATURES APPEAR ON THE FOLLOWING PAGE]**

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

**GRANTOR:**

**PFANSTIEHL, INC.**

By:   
Name: James Breckenridge  
Title: President

ACCEPTED AND  
ACKNOWLEDGED:

PNC BANK, NATIONAL ASSOCIATION,  
as Agent

By: Biana S. Musigento  
Name: Biana S. Musigento  
Title: VP

Signature Page to Trademark Security Agreement

TRADEMARK  
REEL: 006935 FRAME: 0971

**SCHEDULE 1**

<b>Trademark</b>	<b>Application No.</b>	<b>Application Date</b>	<b>Registration No.</b>	<b>Registration Date</b>
PFANSTIEHL	86438426	October 29, 2014	4759722	June 23, 2015