

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM580154

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MASTER CUTLERY, LLC		12/22/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	AVIDBANK		
Street Address:	1732 N. 1st Street, 6th Floor		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95112		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88762248	TREX	
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>			
Phone:	6506483802		
Email:	PATTY@PATTYCHENG.COM		
Correspondent Name:	PATTY CHENG		
Address Line 1:	2625 MIDDLEFIELD RD., #215		
Address Line 4:	PALO ALTO, CALIFORNIA 94306		
NAME OF SUBMITTER:	Patty Cheng		
SIGNATURE:	/s/ Patty Cheng		
DATE SIGNED:	06/08/2020		
Total Attachments: 9			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "*Trademark Security Agreement*") is made this 22nd day of December, 2017, by and between the Grantor listed on the signature pages hereof (the "*Grantor*") and AVIDBANK, a California banking corporation ("*Bank*").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of December 22, 2017 (as amended, restated, supplemented, or otherwise modified from time to time, the "*Credit Agreement*") by and between Master Cutlery, LLC, a Delaware limited liability company (the "*Borrower*"), and Bank, Bank agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, Bank is willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Bank that certain Security Agreement, dated as of even date with the Credit Agreement (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "*Security Agreement*"); and

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver to Bank this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** The Grantor hereby unconditionally grants, assigns, and pledges to Bank to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "*Security Interest*") in all of the Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "*Trademark Collateral*");

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. **SECURITY FOR SECURED OBLIGATIONS.** This Trademark Security Agreement and the Security Interest created hereby secure the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations

and would be owed by Grantor to Bank, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving the Grantor.

4. **SECURITY AGREEMENT**. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Bank pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of Bank with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, 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 Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. **AUTHORIZATION TO SUPPLEMENT**. If the Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. The Grantor shall give prompt notice in writing to Bank with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting the Grantor's obligations under this Section, the Grantor hereby authorizes Bank unilaterally to modify this Trademark Security Agreement by amending Schedule I hereto to include any such new trademark rights of the Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I hereto shall in any way affect, invalidate or detract from Bank's continuing security interest in all Collateral, whether or not listed on Schedule I hereto.

6. **COUNTERPARTS**. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement, but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

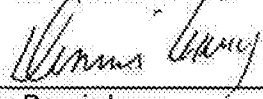
[SIGNATURE PAGE FOLLOWS]

Trademark Security Agreement

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

MASTER CUTLERY, LLC,
a Delaware limited liability company

By:  _____

Name: Dennis Leary
Title: Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006956 FRAME: 0008

BANK:

AVIDBANK,
a California banking corporation

By: 






Name: Jon Krogstad

Title: Senior Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006956 FRAME: 0009



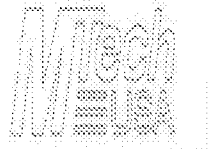
SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Master Cutlery, LLC	United States	 The logo features a stylized elk head in profile on the left, with the words "Elk Ridge" in a script font to its right. Below this, the word "EVOLUTION" is written in a bold, sans-serif font inside a black rectangular box.	5249584	07/25/2017
Master Cutlery, LLC	United States	 The logo consists of the words "TAC-FORCE" in a large, bold, blocky sans-serif font. Below it, the word "EVOLUTION" is written in a smaller, bold, sans-serif font inside a black rectangular box.	5249576	07/25/2017
Master Cutlery, LLC	United States	 The logo features the word "MTech" in a large, bold, italicized sans-serif font. Below it, "USA" is written in a smaller, bold, sans-serif font. At the bottom, the word "EVOLUTION" is written in a bold, sans-serif font inside a black rectangular box.	5249575	07/25/2017
Master Cutlery, LLC	United States	 The logo consists of the word "SHERIFF" in a bold, serif font.	5193692	05/02/2017
Master Cutlery, LLC	United States	 The logo features a stylized "M" and "C" intertwined, with the words "MASTER CUTLERY" written in a bold, sans-serif font to the right.	4854965	11/17/2015


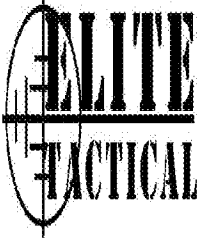


Trademark Security Agreement

Master Cutlery, LLC	United States	 Ten Ryu	4854962	11/17/2015
Master Cutlery, LLC	United States	FEMME FATALE	4850395	11/10/2015
Master Cutlery, LLC	United States	EMT	5111886	01/03/2017
Master Cutlery, LLC	United States	SURVIVOR	4865361	12/08/2015
Master Cutlery, LLC	United States	TAC-FORCE	4834652	10/20/2015
Master Cutlery, LLC	United States	DARK SIDE BLADES	4528465	05/13/2014
Master Cutlery, LLC	United States	BALLISTIC	4562648	07/08/2014
Master Cutlery, LLC	United States	Z HUNTER	4424824	10/29/2013
Master Cutlery, LLC	United States	Fire Fighter	4553451	06/17/2014
Master Cutlery, LLC	United States	Special Issue	4097294	02/07/2012
Master Cutlery, LLC	United States	Fire & Rescue Team	4097293	02/07/2012

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Master Cutlery, LLC	United States	Sheriff	4097292	02/07/2012
Master Cutlery, LLC	United States	EMT	4097291	02/07/2012
Master Cutlery, LLC	United States	JUNGLE MASTER	3873536	11/09/2010
Master Cutlery, LLC	United States	PERFECT POINT	3971721	05/31/2011
Master Cutlery, LLC	United States	MTech USA XTREME	3291013	09/11/2007
Master Cutlery, LLC	United States		3283089	08/21/2007
Master Cutlery, LLC	United States		3176606	11/28/2006
Master Cutlery, LLC	United States		3065957	03/07/2006
Master Cutlery, LLC	United States	UTILITY MASTER	2994827	09/13/2005

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Master Cutlery, LLC	United States		2941807	04/19/2005
Master Cutlery, LLC	United States		3982341	06/21/2011
Master Cutlery, LLC	United States		3214585	03/06/2007
Master Cutlery, LLC	United States		3185032	12/12/2006
Master Cutlery, LLC	United States	TREX	88762248	1/16/2020
Master Cutlery, LLC	United States	MC MASTER CUTLERY	88199468	11/19/2018
Master Cutlery, LLC	United States	EVOLUTION	88044793	7/19/2018

Trade Names

None.

Trademark Security Agreement

Common Law Trademarks

None.

Trademarks Not Currently In Use

None.

Trademark Licenses

Trademark License Agreement by and between Master Cutlery, LLC and the United States Marine Corps.

Trademark Security Agreement