

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM585084

<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>
GROUP III INTERNATIONAL, INC.		06/26/2020	Corporation: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BMO HARRIS BANK N.A.		
<b>Street Address:</b>	200 Crescent Court #200		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75201		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5644128	GETAWAY	
<b>Registration Number:</b>	5138036		
<b>Registration Number:</b>	5058829	GLOBAL TRAVELER GT	
<b>Registration Number:</b>	5023280		
<b>Registration Number:</b>	4969701	NAVIGATOR	
<b>Registration Number:</b>	4919430	TENSILITE	
<b>Registration Number:</b>	4251397	TABLETSAFE	
<b>Registration Number:</b>	5139627	SWISSALPS	
<b>Registration Number:</b>	4618332	FRENCH WEST INDIES DEPUIS 1984	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	3127018637		
<b>Email:</b>	IPDocket@mayerbrown.com		
<b>Correspondent Name:</b>	William R. Siegel, Mayer Brown LLP		
<b>Address Line 1:</b>	71 S. Wacker Drive		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606		
<b>ATTORNEY DOCKET NUMBER:</b>	20647231		

CH \$240.00 5644128

<b>NAME OF SUBMITTER:</b>	William R. Siegel
<b>SIGNATURE:</b>	/william r siegel/
<b>DATE SIGNED:</b>	07/07/2020
<b>Total Attachments: 6</b> source=BMO_Group III - Trademark Security Agreement [Executed] (737540016_1)#page1.tif source=BMO_Group III - Trademark Security Agreement [Executed] (737540016_1)#page2.tif source=BMO_Group III - Trademark Security Agreement [Executed] (737540016_1)#page3.tif source=BMO_Group III - Trademark Security Agreement [Executed] (737540016_1)#page4.tif source=BMO_Group III - Trademark Security Agreement [Executed] (737540016_1)#page5.tif source=BMO_Group III - Trademark Security Agreement [Executed] (737540016_1)#page6.tif	

**SHORT FORM  
TRADEMARK SECURITY AGREEMENT**

THIS SHORT FORM TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) dated as of June 26, 2020, is by GROUP III INTERNATIONAL, INC., a Florida corporation (the “Grantor”), in favor of BMO HARRIS BANK N.A., a national banking association, for itself and its Subsidiaries and Affiliates (collectively, the “Grantee”).

**WITNESSETH:**

WHEREAS, the Grantor has entered into that certain Amended and Restated Credit Agreement dated as of even date herewith (as amended, restated, supplemented or otherwise modified from time to time and in effect, the “Credit Agreement”) with the Grantee, pursuant to which the Grantee has agreed to make certain loans and other financial accommodations to the Grantor;

WHEREAS, in connection with the Credit Agreement, the Grantor and the Grantee have entered into that certain General Security Agreement dated as of September 30, 2014 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”); and

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

NOW, THEREFORE, in consideration of the premises and to induce the Grantee to enter into the Credit Agreement and to induce the Grantee to make extensions of credit to the Grantor pursuant to the Credit Agreement, the Grantor hereby agrees with the Grantee as follows:

Section 1. Defined Terms. Unless otherwise defined herein, terms used herein have the meaning given to them in the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the indebtedness secured by the Security Agreement, hereby mortgages and pledges to the Grantee and grants to the Grantee a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the “Trademark Collateral”):

2.1 all of its trademarks, including, without limitation, those referred to on Schedule 1 hereto;

2.2 all goodwill of the business connected with the use of, and symbolized by, each trademark; and

2.3 all rights to sue at law or in equity for any infringement or other impairment of the foregoing, including the right to receive all proceeds and damages thereof.

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Grantee as set forth and pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Grantee 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.


Section 4. Interpretive Provisions. The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms. Whenever the context so requires, the neuter gender includes the masculine and feminine, the single number includes the plural, and vice versa, and in particular the word "Grantor" shall be so construed.

Section 5. Counterparts. This Trademark Security Agreement 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

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

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GROUP III INTERNATIONAL, INC.


By:  \_\_\_\_\_

Name: John Pulichino

Title: Executive Chairman

Acknowledged:

BMO HARRIS BANK N.A.

By:   
Name: Brian Enzler  
Title: Managing Director

**SCHEDULE I  
TO  
SHORT FORM TRADEMARK SECURITY AGREEMENT**

**See Attached.**

**TRADEMARK SCHEDULE**

	<b>Serial Number</b>	<b>Reg. Number</b>	<b>Word Mark</b>	<b>Check Status</b>	<b>Live/Dead</b>
1	87325697	5644128	GETAWAY	TSDR	LIVE
2	86471718	5138036	[BUTTERFLY INSIDE A CIRCLE]	TSDR	LIVE
3	86925899	5058829	GLOBAL TRAVELER GT	TSDR	LIVE
4	86484840	5023280	[STYLIZED, PARTIALLY SHADED, ARROW POINT DIRECTED UPWARDS]	TSDR	LIVE
5	86484790	4969701	NAVIGATOR	TSDR	LIVE
6	86547433	4919430	TENSILITE	TSDR	LIVE
7	85481327	4251397	TABLETSAFE	TSDR	LIVE
8	85741137	5139627	SWISSALPS	TSDR	LIVE
9	85955534	4618332	FRENCH WEST INDIES DEPUIS 1984	TSDR	LIVE