

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM642570

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Lignetics, Inc.		03/31/2021	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Fifth Third Bank
Street Address:	6111 N. River Road
City:	Rosemont
State/Country:	ILLINOIS
Postal Code:	60018
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	2054638	PRES-TO-LOGS
Registration Number:	2010180	LIGNETICS
Registration Number:	1457946	LIGNETICS
Registration Number:	1461603	
Registration Number:	4301412	BEAR MOUNTAIN
Registration Number:	5838161	BEAR MOUNTAIN PREMIUM BBQ WOODS
Registration Number:	5777408	PRES-TO-BRICKS
Registration Number:	5793031	
Registration Number:	5760970	
Registration Number:	5979715	CATALYST
Registration Number:	6196510	CRAFT BLENDS

CORRESPONDENCE DATA

Fax Number: 6106401965

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.

Phone: 6106405800

Email: trademarks@stradley.com

Correspondent Name: Stradley Ronon Stevens & Young, LLP

Address Line 1: Donna Marie Davidson

Address Line 2: 30 Valley Stream Parkway

TRADEMARK

Address Line 4:	Malvern, PENNSYLVANIA 19355
ATTORNEY DOCKET NUMBER:	187520-0008
NAME OF SUBMITTER:	Donna Marie Davidson
SIGNATURE:	/Donna Marie Davidson/
DATE SIGNED:	04/27/2021
Total Attachments: 7 source=First Amendment to Trademark Security Agreement_3-31-21#page1.tif source=First Amendment to Trademark Security Agreement_3-31-21#page2.tif source=First Amendment to Trademark Security Agreement_3-31-21#page3.tif source=First Amendment to Trademark Security Agreement_3-31-21#page4.tif source=First Amendment to Trademark Security Agreement_3-31-21#page5.tif source=First Amendment to Trademark Security Agreement_3-31-21#page6.tif source=First Amendment to Trademark Security Agreement_3-31-21#page7.tif	

FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT

This First Amendment to Trademark Security Agreement (the “**Amendment**”) is made effective as of March 31, 2021, by and between Fifth Third Bank, National Association, as administrative agent (“**Administrative Agent**”) and Lignetics, Inc. (“**Grantor**”).

This Amendment amends that certain Trademark Security Agreement by Grantor in favor of Administrative Agent dated January 31, 2020 (as amended, restated, or otherwise modified from time to time, the “**Trademark Security Agreement**”).

The Grantor has requested and Administrative Agent has agreed to amend the Trademark Security Agreement on the terms set forth herein.

The parties therefore agree as follows:

1. **Preliminary Statements.** The preliminary statements set forth above are accurate, represent the intent of the parties hereto and are incorporated herein by reference. Unless otherwise defined in this Amendment, capitalized terms used herein will have the same meaning in this Amendment as set forth in the Trademark Security Agreement.

2. **Modifications.** Effective as of the date of this Amendment, Schedule 1 of the Trademark Security Agreement is amended and restated with Schedule 1 attached hereto.

3. **Conditions Precedent to Effectiveness of this Amendment.** The following are conditions precedent to the effectiveness of this Amendment, notwithstanding anything contained herein to the contrary:

A. Administrative Agent shall have received a fully executed copy of this Amendment.

B. Administrative Agent shall have received such other agreement, documents and certificates as Administrative Agent may reasonably require.

4. **Ratification; Estoppel; Reaffirmation.**

A. Grantor does hereby reaffirm the Trademark Security Agreement, as amended, modified, and supplemented.

B. Grantor does hereby reaffirm to Administrative Agent each of the representations, warranties, covenants and agreements set forth in the Trademark Security Agreement with the same force and effect as if each were separately stated herein and made as of the date hereof to Administrative Agent.

C. Grantor does hereby ratify, affirm, reaffirm, acknowledge, confirm, and agree that the Trademark Security Agreement, as amended, modified, and supplemented hereby by this Amendment, represent the valid, enforceable and collectible obligations of Grantor.

5. **No Novation.** This Amendment is not intended by the parties to be, and shall not be construed to be, a novation of the Trademark Security Agreement or an accord and satisfaction in regard thereto.

6. **Miscellaneous.**

A. In the event of a conflict between or among the terms, covenants, conditions or provisions of this Amendment, the Trademark Security Agreement, or any other Loan Document, as each may be amended, Administrative Agent may elect to enforce from time to time those provisions that would afford Administrative Agent and the Lenders the maximum financial benefits and security for the Obligations and/or provide Administrative Agent and the Lenders the maximum assurance of payment of the Obligations in full.

B. No inference in favor of, or against, any party will be drawn from the fact that such party has drafted any portion of this Amendment or the Trademark Security Agreement, as each may be amended.

C. This Amendment may be executed in any number of counterparts, each of which will be deemed to be an original but all of which taken together will constitute one and the same agreement. Delivery of an executed counterpart of a signature page of this Amendment by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Amendment.

D. This Amendment will be governed by and construed under the laws of the State of Illinois.


E. This Amendment will be binding upon and will inure to the benefit of the parties hereto and to their respective successors and assigns.

7. **WAIVER OF JURY TRIAL.** GRANTOR AND ADMINISTRATIVE AGENT EACH HEREBY WAIVES ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING WHICH PERTAINS DIRECTLY OR INDIRECTLY TO THE LOAN DOCUMENTS, THE OBLIGATIONS, THE COLLATERAL, ANY ALLEGED TORTIOUS CONDUCT BY GRANTOR OR ADMINISTRATIVE AGENT OR WHICH, IN ANY WAY, DIRECTLY OR INDIRECTLY, ARISES OUT OF OR RELATES TO THE RELATIONSHIP BETWEEN GRANTOR AND ADMINISTRATIVE AGENT. IN NO EVENT SHALL ADMINISTRATIVE AGENT BE LIABLE FOR LOST PROFITS OR OTHER SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES.

[signature page to follow]

The parties have executed this Agreement as of the date set forth in the introductory paragraph.

LIGNETICS, INC.

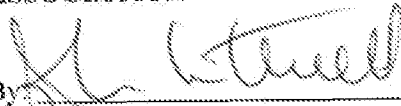
By: 
Name: William I. Morris
Title: Vice President

[Signature Page to First Amendment to Trademark Security Agreement]

TRADEMARK
REEL: 007272 FRAME: 0496

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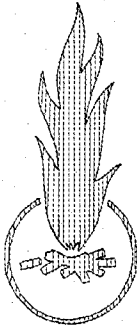

**FIFTH THIRD BANK, NATIONAL
ASSOCIATION**


By 
Name: John Littrell
Title: Senior Vice President

[Signature Page to First Amendment to Trademark Security Agreement]


**TRADEMARK
REEL: 007272 FRAME: 0497**

Schedule 1

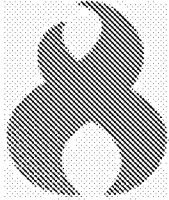
Nature of Interest	Registered Trademark	Registration No.	Property Covered	Date Registered	Docket No.	Country of Registration
Owner (Lignetics, Inc.)	PRES-TO-LOGS	2054638	4: Fireplace logs, fuel briquettes, and fuel blocks for use in fireplaces and wood stoves	April 22, 1997	N/A	U.S.
Owner (Lignetics, Inc.)	LIGNETICS	2010180	4: Hybridized and pelletized wood fuel	October 22, 1996	N/A	U.S.
Owner (Lignetics, Inc.)	Lignetics 	1457946	4: Hybridized wood fuel pellets	September 22, 1987	N/A	U.S.
Owner (Lignetics, Inc.)	Design – flames with circle and pellets 	1461603	4: Hybridized wood fuel pellets	October 20, 1987	N/A	U.S.
Owner (Lignetics, Inc.)	Bear Mountain	4,301,412	Wood chips, shavings, pellets and logs for use as fuel.	March 12, 2013	N/A	U.S.
Owner (Lignetics, Inc.)	BEAR MOUNTAIN PREMIUM BBQ WOODS	5838161	(Int'l Class: 04) Wood pellets for grilling, smoking and flavoring food	August 20, 2019	N/A	U.S.
Owner (Lignetics, Inc.)	PRES-TO-BRICKS	5777408	fireplace logs, combustible fuel briquettes of wood, and combustible fuel blocks of wood all for use in fireplaces and wood stoves	June 11, 2019	N/A	U.S.
Owner (Lignetics, Inc.)		5793031	Wood heating pellets for	July 2, 2019	N/A	U.S.

Nature of Interest	Registered Trademark	Registration No.	Property Covered	Date Registered	Docket No.	Country of Registration
			grilling, smoking and flavoring food			
Owner (Lignetics, Inc.)		5760970	HYBRIDIZED WOOD-FUEL PELLETS, namely, combustible fuel pellets of wood and combustible fuel blocks of wood for use in fireplaces and wood stoves	May 28, 2019		U.S.
Owner (Lignetics, Inc.)	LIGNETICS	TMA468945	Wood fuel pellets.	January 16, 1997	N/A	CA
Owner (Lignetics, Inc.)	PRES-TO-LOGS	UCA3934	Fuel products, namely, fuel briquettes, or densely compressed cylinders made of vegetable fibers, namely wood, bagasse, hay, wheat, straw, and the like.	November 8, 1934	N/A	CA
Owner (Lignetics, Inc.)	CATALYST	5979715	Cat litter	February 4, 2020	N/A	U. S.
Owner (Lignetics, Inc.)	CRAFT BLENDS	6196510	Wood pellets for grilling, smoking and flavoring food	November 10, 2020	N/A	U.S.

Common Law Trademarks

Nature of Interest	Trademark
Owner (Lignetics, Inc.)	Design – flames with 3 logs 
Owner (Lignetics, Inc.)	FIRE STARTER

Applied For Trademarks

Nature of Interest	Applied For Trademark	Serial No.	Property Covered	Filing Date	Docket No.	Country of Registration
Owner (Lignetics, Inc.)	PRES-TO-BRICKS	1936115	Fireplace logs, fuel briquettes, and fuel blocks all for use in fireplaces and wood stoves	December 14, 2018	N/A	CA
Owner (Lignetics, Inc.)		1964721	Wood heating pellets	May 24, 2019	N/A	CA
Owner (Lignetics, Inc.)	CRAFT BLENDS	2008168	Class 4, wood pellets for grilling, smoking and flavoring food	January 27, 2020	N/A	CA