

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM655116

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VALLEY FORGE FLAG COMPANY, LLC,		06/17/2021	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Name:	Sunflower Bank, N.A., as administrative agent		
Street Address:	8117 Preston Rd.		
Internal Address:	Suite 250		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75225		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	6017296	THE GREATEST NAME IN FLAGS	
Registration Number:	6032461	VALLEY FORGE	
Registration Number:	6032462	VALLEY FORGE	
Registration Number:	5882737	BEST	
Registration Number:	5834109	KORALEXII	
Registration Number:	5727050	SENTINEL	
Registration Number:	3733366	AMERICA'S FLAG COMPANY	
Registration Number:	2356669	BETSY FLAGS	
Registration Number:	3428300	DURATEX	
Registration Number:	3989656	ECO-GLORY	
Registration Number:	5617805	ELIZABETH ROSS	
Registration Number:	0740735	PERMA-NYL	
Registration Number:	4266598	RIP GUARD	
Registration Number:	0740736	VALLEY FORGE	
Serial Number:	88886620	BETSY FLAGS	
CORRESPONDENCE DATA			
Fax Number:	2147455390		

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TRADEMARK

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: 2147455612
Email: ngraham@winstead.com
Correspondent Name: Nancy Graham c/o WINSTEAD PC
Address Line 1: 2728 N. Harwood Street
Address Line 2: Suite 500
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	64657-25
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NAME OF SUBMITTER:	Nancy Graham
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SIGNATURE:	/Nancy Graham/
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DATE SIGNED:	06/21/2021
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Total Attachments: 9

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June 17, 2021

TRADEMARK SECURITY AGREEMENT

WHEREAS, VALLEY FORGE FLAG COMPANY, LLC, a New York limited liability company ("Grantor"), owns the Trademarks and trademark applications listed on Schedule 1 annexed hereto, and is a party to the Trademark Licenses listed on Schedule 1 annexed hereto; and

WHEREAS, pursuant to the terms of the Security Agreement dated of even date herewith (as said Agreement may be amended and in effect from time to time, the "Security Agreement"; terms used herein but not defined herein shall have the meanings given to them in the Security Agreement), among Grantor, each other signatory party thereto, and Sunflower Bank, N.A., as administrative agent for its benefit and the benefit of each of the other Secured Parties ("Administrative Agent"), Grantor has granted to Administrative Agent for its benefit and the benefit of the Secured Parties a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks, trademark registrations, trademark applications and Trademark Licenses, together with the goodwill of the business symbolized by Grantor's trademarks, and all proceeds thereof, to secure the payment of all Secured Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Secured Party a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, all registrations and recordings thereof, and all registration and recording applications filed with any Governmental Authority in connection therewith, and all extensions or renewals thereof, (b) all goodwill associated therewith or symbolized thereby, (c) all other assets, rights and interests that uniquely reflect or embody such goodwill, (d) all rights to use and/or sell any of the foregoing, and (e) the portion of the business to which each trademark pertains, in each case constituting Collateral (the "Trademarks"), each of which is set forth herein on Schedule 1 annexed hereto;

(2) each Trademark License and all of the goodwill of the business connected with the use of, and symbolized by, each trademark license, including, without limitation, each Trademark License referred to in Schedule 1 annexed hereto; and

(3) all accessions to, substitutions for and replacements, Proceeds, insurance proceeds and products of the foregoing, together with all books and records, customer lists, credit files, computer files, programs, printouts and other computer materials and records related thereto and any General Intangibles at any time evidencing or relating to any of the foregoing.

This security interest is granted in conjunction with the security interests granted to Administrative Agent for its benefit and the benefit of the Secured Parties pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Parties 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.

This Trademark Security Agreement shall be governed by and construed in accordance with the internal laws (and not the law of conflicts) of the State of Texas.

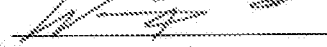
[Signatures On Following Page]

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

Acknowledged:

GRANTOR:

VALLEY FORGE FLAG COMPANY, LLC,
a New York limited liability company

By: 
Print Name: Will Dobbs
Print Title: Chairman

ADMINISTRATIVE AGENT:

SUNFLOWER BANK, N.A.


By: Chase Wildes
Print Name: Chase Wildes
Print Title: Vice President -- Corporate Banking

Schedule 1
to Trademark
Security Agreement

TRADEMARKS

(a) Trademark Registrations

Valley Forge Flag Company, LLC (successor by merger to Valley Forge Flag Company, Inc.):

Registered Owner	Nature of Debtor's Interest (e.g. owner, licensee)	Registered Trademark	Registration No.	Int'l Class Covered	Goods or Services Covered	Date Registered	Country of Registration
Valley Forge Company LLC (successor by merger to Valley Forge Flag Company, Inc.)	Owner	THE GREATEST NAME IN FLAGS	6,017,296			3/24/2020	United States - (US)
Valley Forge Company LLC (successor by merger to Valley Forge Flag Company, Inc.)	Owner		6,032,461			4/14/2020	United States - (US)
Valley Forge Company LLC (successor by merger to Valley Forge Flag Company, Inc.)	Owner	VALLEY FORGE	6,032,462			4/14/2020	United States - (US)

Registered Owner	Nature of Debtor's Interest (e.g. owner, licensee)	Registered Trademark	Registration No.	Int'l Class Covered	Goods or Services Covered	Date Registered	Country of Registration
Valley Forge Company LLC (successor by merger to Valley Forge Flag Company, Inc.)	Owner	BEST	5,882,737			10/28/2019	United States - (US)
Valley Forge Company LLC (successor by merger to Valley Forge Flag Company, Inc.)	Owner	KORALEXII	5,834,109			8/13/2019	United States - (US)
Valley Forge Company LLC (successor by merger to Valley Forge Flag Company, Inc.)	Owner	SENTINEL	5,727,050			04/16/2019	United States - (US)
Valley Forge Company LLC (successor by merger to Valley Forge Flag Company, Inc.)	Owner	AMERICA'S FLAG COMPANY	3,733,366			01/05/2010	United States - (US)

Registered Owner	Nature of Debtor's Interest (e.g. owner, licensee)	Registered Trademark	Registration No.	Int'l Class Covered	Goods or Services Covered	Date Registered	Country of Registration
Valley Forge Company LLC (successor by merger to Valley Forge Flag Company, Inc.)	Owner	BETSY FLAGS	2,356,669			06/13/2000	United States - (US)
Valley Forge Company LLC (successor by merger to Valley Forge Flag Company, Inc.)	Owner	DURATEX	3,428,300			05/13/2008	United States - (US)
Valley Forge Company LLC (successor by merger to Valley Forge Flag Company, Inc.)	Owner	ECO-GLORY	3,989,656			07/05/2011	United States - (US)
Valley Forge Company LLC (successor by merger to Valley Forge Flag Company, Inc.)	Owner	ELIZABETH ROSS	5,617,805			11/27/2018	United States - (US)

Registered Owner	Nature of Debtor's Interest (e.g. owner, licensee)	Registered Trademark	Registration No.	Int'l Class Covered	Goods or Services Covered	Date Registered	Country of Registration
Valley Forge Company LLC (successor by merger to Valley Forge Flag Company, Inc.)	Owner	PERMA-NYL	740,735			11/13/1962	United States - (US)
Valley Forge Company LLC (successor by merger to Valley Forge Flag Company, Inc.)	Owner	RIP GUARD	4,266,598			01/01/2013	United States - (US)
Valley Forge Company LLC (successor by merger to Valley Forge Flag Company, Inc.)	Owner	VALLEY FORGE	740,736			11/13/1962	United States - (US)

(b) TRADEMARK APPLICATIONS

Registered Owner	Nature of Debtor's Interest (e.g. owner, licensee)	Trademark Application relates to following Trademark	Application No.	Int'l Class Covered	Goods or Services Covered	Date of Application	Country of Application
Valley Forge Company LLC (successor by merger to Valley Forge Flag Company, Inc.)	Owner	BETSY FLAGS	88/886620			4/24/20	United States - (US)