

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM661238

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BFG Supply Co., LLC		01/21/2020	Limited Liability Company: INDIANA
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association		
Street Address:	500 First Avenue		
Internal Address:	Commercial Loan Service Center/DCC		
City:	PITTSBURGH		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	2091126	CLASS ACT	
Registration Number:	3994834	FRIENDS OF FLIGHT	
Registration Number:	4690023	GARDENER SELECT	
Registration Number:	4640301	LICONFIBER	
Registration Number:	1688026	M.V.P.	
Registration Number:	4631101	MVP	
Registration Number:	3514606	PLUSHTEX	
Registration Number:	1757807	WETSEL SINCE 1911	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	2155695619		
Email:	pecsenye@blankrome.com		
Correspondent Name:	Timothy D. Pecsénye (074658-19153)		
Address Line 1:	One Logan Square		
Address Line 2:	8th Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		

OP \$215.00 2091126

ATTORNEY DOCKET NUMBER:	074658-19153
NAME OF SUBMITTER:	Timothy D. Pecsénye
SIGNATURE:	/Timothy D. Pecsénye/
DATE SIGNED:	07/20/2021

Total Attachments: 7

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TRADEMARK AND PATENT SECURITY AGREEMENT

THIS TRADEMARK AND PATENT SECURITY AGREEMENT (the "Agreement") made as of this 21st day of January, 2020 by **BFG SUPPLY CO., LLC.**, an Indiana limited liability company ("Grantor"), having the address of 14500 Kinsman Road, Burton, Ohio 44021, in favor of **PNC BANK, NATIONAL ASSOCIATION**, in its capacity as agent ("Agent") for the Lenders.

WITNESSETH

WHEREAS, Grantor, **BFG KALAMAZOO, LLC**, a limited liability company formed under the laws of the State of Indiana ("BFG Kalamazoo"), and **BFG LOGISTICS, LLC**, a limited liability company formed under the laws of the State of Indiana ("BFG Logistics"), together with Grantor and BFG Kalamazoo, the "Borrowers" and each a "Borrower") have entered into that certain Amended and Restated Revolving Credit, Term Loan and Security Agreement with Agent and the financial institutions party thereto from time to time as lenders (the "Lenders") dated as of the date hereof (as same may be amended, restated, supplemented or modified from time to time, the "Loan Agreement") providing for the extensions of credit to be made to Borrowers by Lenders;

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 such Grantor in, to and under all now owned and hereafter acquired trademarks and patents, together with the goodwill of the business symbolized by Grantor's trademarks and patents and all products and proceeds thereof, to secure the payment of all amounts owing by Borrowers under the Loan Agreement;

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. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference. All terms capitalized but not otherwise defined herein shall have the same meanings ascribed to them in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests To secure the payment and performance of the Obligations under the Loan Agreement, Grantor hereby grants to Agent, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Loan Agreement 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:

(i) each trademark, trademark application, patent and patent application listed on Schedule 1 annexed hereto (such trademarks and trademark applications, the "Trademarks" and such patents and patent applications, the "Patents"), together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Patent, or (b) injury to the goodwill associated with any Trademark.

3. Representations and Warranties. Grantor hereby represents and warrants that the Trademarks and Patents listed on Schedule I attached hereto constitute all trademarks and patents owned or registered to Grantor as of the date of this Agreement.

4. Covenants. Except as otherwise permitted under the Loan Agreement, Grantor agrees not to sell, license, grant any option, assign or further encumber its rights and interest in the Trademarks or Patents without prior written consent of Agent.

5. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any part hereto may execute this Agreement by signing and delivering one or more counterparts. Delivery by facsimile or electronic transmission shall bind the parties hereto.

[signatures to appear on following page]

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

BFG SUPPLY CO., LLC

By: 
Name: David Daily
Title: Chief Executive Officer

[SIGNATURE PAGE TO TRADEMARK AND PATENT
SECURITY AGREEMENT]

TRADEMARK
REEL: 007359 FRAME: 0941

Agreed and Accepted
As of the Date First Written Above

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By:



Name: David Keith

Title: Senior Vice President

[SIGNATURE PAGE TO TRADEMARK AND PATENT
SECURITY AGREEMENT]

TRADEMARK
REEL: 007359 FRAME: 0942

SCHEDULE 1

TRADEMARK REGISTRATIONS

TRADEMARK	Grantor	REG. NO.	REG. DATE	STATUS
CLASS ACT	BFG Supply Co. LLC	209112 6	8/26/1997	Renewed
FRIENDS OF FLIGHT	BFG Supply Co. LLC	399483 4	7/12/2011	Registered
GARDENER SELECT & Design	BFG Supply Co. LLC	469002 3	2/17/2015	Registered
LICONFIBER	BFG Supply Co. LLC	464030 1	11/18/2014	Registered
M.V.P.	BFG Supply Co. LLC	168802 6	5/19/1992	Renewed
MVP	BFG Supply Co. LLC	463110 1	11/4/2014	Registered
PLUSHTEX	BFG Supply Co. LLC	351460 6	10/14/2008	Renewed
WETSEL LOGO (Design)	BFG Supply Co. LLC	175780 7	3/16/1993	Renewed