

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM671514

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Becker Glove International, LLC		08/25/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Enterprise Bank & Trust		
Street Address:	150 North Mermec		
City:	St. Louis		
State/Country:	MISSOURI		
Postal Code:	63105		
Entity Type:	a Missouri Chartered Trust Company: MISSOURI		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	2564601	BEC-TECH	
Registration Number:	4950486	COLD FRONT	
Registration Number:	3804145	COLD FRONT	
Registration Number:	4455774	3. PRO CURE BE PROACTIVE FIGHT FOR A CUR	
Registration Number:	4461891	TAILGATOR BEVERAGE GLOVE	
Registration Number:	6125881	GRAND SIERRA	
Registration Number:	6125880		
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:	3146215070		
Email:	iptm@armstrongteasdale.com		
Correspondent Name:	Courtney Jackson		
Address Line 1:	7700 Forsyth Blvd., Ste. 1800		
Address Line 4:	St. Louis, MISSOURI 63105		
ATTORNEY DOCKET NUMBER:	22246-258		
NAME OF SUBMITTER:	Courtney Jackson		

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SIGNATURE:	/s/ Courtney Jackson
DATE SIGNED:	08/31/2021
Total Attachments: 7 source=Trademark Security Agreement#page1.tif source=Trademark Security Agreement#page2.tif source=Trademark Security Agreement#page3.tif source=Trademark Security Agreement#page4.tif source=Trademark Security Agreement#page5.tif source=Trademark Security Agreement#page6.tif source=Trademark Security Agreement#page7.tif	

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement ("Agreement") is being entered into as of August 25, 2021, by and among Becker Glove International, LLC, a Delaware limited liability company (the "Pledgor") and Enterprise Bank & Trust, a Missouri chartered trust company (the "Lender").

RECITALS

This Agreement is being entered into in reference to the following facts:

A. The Pledgor now owns or hold and may hereafter adopt, acquire or hold "Trademarks" (defined as all of the following: all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, logos, other source of business identifiers and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof or similar property rights, and all applications filed in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision of any thereof, and all reissues, extensions or renewals thereof) including, without limitation, the Trademarks listed on Schedule A annexed hereto, as such Schedule may be amended from time to time by the addition of Trademarks subsequently registered or otherwise adopted or acquired.

B. Pursuant to a \$4,166,600 Note dated as of August 25, 2021 (as may be amended, supplemented or otherwise modified, renewed, restated or replaced from time to time, the "Note"), made by the Pledgor and Becker Brands, Inc. ("Brands") to the order of the Lender, the Lender agreed to make loans to the Pledgor and Brands. Initially capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Note .

C. By the terms of the Loan Documents , each Pledgor has granted to the Lender a security interest in and to all of that Pledgor's personal property, including, without limitation, all right, title and interest of such Pledgor in, to and under all of Pledgor's Trademarks and trademark licenses, whether now owned, currently existing or hereafter arising, adopted or acquired and whether or not in possession of Pledgor, together with the goodwill of the business connected with, and symbolized by, the Trademarks and all products and proceeds thereof and all income therefrom, including, without limitation, any and all causes of action which exist now or may exist in the future by reason of infringement or dilution thereof or injury to the associated goodwill, to secure the payment and performance of the Loan or its obligations under and in connection with its guaranty of the Loan , as the case may be.

D. The Pledgor entering into this Agreement and granting the security interests referenced herein, is a condition to the Lender extending the Loan to the Pledgor and Brands under the Note.

NOW, THEREFORE, in consideration of the mutual covenants contained in the Note, the parties hereto hereby agree as follows.

1. Security Interest Grant. Pledgor hereby grants, mortgages, pledges, assigns, transfers, sets over, conveys and delivers to the Lender, as security for the due and punctual

payment in full of the Loan or its obligations under and in connection with its guaranty of the Loan, as the case may be, a continuing security interest in and to all of Pledgor's right, title and interest in, to and under all of its trademarks ("Trademarks") and all types of property related thereto such being collectively referred to herein as the "Trademark Collateral"), whether now owned, presently existing or hereafter arising, adopted or acquired and whether or not in possession of Pledgor:

(i) each Trademark and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, including, without limitation, each Trademark referred to in Schedule A annexed hereto;

(ii) each Trademark license, including, without limitation, each Trademark license to the extent such license does not prohibit the licensee from assigning or granting a security interest in its rights thereunder; and

(iii) all products and proceeds of, and income from, any of the foregoing, including, without limitation, any claim by Pledgor against third parties for the past, present or future infringement or dilution of any Trademark or any Trademark licensed under any Trademark license, or for injury to the goodwill associated with any Trademark.

2. Lender Actions.

(i) If any Person shall do or performs any act(s) that the Lender believes constitute(s) an infringement of any Trademark (or of any of the exclusive rights comprised therein) owned or held by Pledgor, or violates or infringes any right therein of Pledgor or the Lender in the Trademark Collateral, or if any Person shall do or performs any act(s) that the Lender reasonably believes constitute(s) an unauthorized or unlawful distribution, exhibition, or use of the Trademark Collateral that violates or infringes any right of Pledgor or the Lender therein, then and in any such event, the Lender (a) may, if Pledgor fails to take any action necessary to protect the rights of such Pledgor or the Lender in the Trademark Collateral within thirty (30) days following its receipt of a written notice from the Lender, or (b) shall have the right to, upon the occurrence and during the continuance of an Event of Default, and without notice, take such steps and institute such suits or proceedings as the Lender may reasonably deem advisable or necessary to prevent such act(s) or conduct and to secure damages and other relief by reason thereof, and to generally take such steps as may be advisable or necessary or proper for the full protection of the rights of the parties in the Trademark Collateral.

(ii) The Lender may take such steps or institute such suits or proceedings in its own name or in the name of any of the Pledgor or in the names of the parties jointly. The Lender shall give Pledgor notice of any steps taken, or any suits or proceedings instituted, by the Lender pursuant to this paragraph and the Pledgor shall assist the Lender with any steps taken, or any suits or proceedings instituted by the Lender pursuant to this paragraph at the Pledgor's sole expense.

3. Subject to Loan Documents. This security interest is granted in conjunction with the security interests granted to the Lender pursuant to the Loan Documents. The rights and remedies of the Lender with respect to the security interest made and granted hereby are subject

to, and more fully set forth, in the Loan Documents and are subject to the limitations (including certain rights of quiet enjoyment in favor of licensees) set forth in the Loan Documents, the terms of which are incorporated by reference herein as if fully set forth herein.

4. Security Assignment. This Agreement is made for collateral purposes only. At such time as any commitment to make Loans under the Loan Documents has terminated and the Loan has been indefeasibly paid in full and performed, the Lender shall execute and deliver to the Pledgor, at the Pledgor's request and expense and without representation, warranty or recourse, all releases and reassignments, termination statements and other instruments as may be necessary to terminate the security interest of the Lender in the Trademark Collateral, subject to any disposition thereof which may have been made by the Lender pursuant to the terms hereof or of the Loan Documents.

5. Use of Trademark Collateral. So long as no default shall have occurred and be continuing, and subject always to the various provisions of this Trademark Security Agreement and the Loan Documents executed by the Pledgor, the Pledgor may use, license and exploit the Trademark Collateral in any lawful manner permitted hereunder, under the Note and the other Loan Documents.

6. Governing Law. This Agreement shall in all respects be construed in accordance with, and governed by, the laws of the state of Missouri applicable to contracts entirely made and performed within that state and the applicable federal laws of the United States of America.

7. Counterparts.

(a) This Agreement, and any modifications or amendments hereto may be executed in any number of counterparts, each of which when so executed and delivered shall constitute an original for all purposes, but all such counterparts taken together shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or transmitted electronically in a Tagged Image Format File ("TIFF"), Portable Document Format ("PDF") or other electronic format sent by electronic mail shall be effective as delivery of a manually executed counterpart of this Agreement.

(b) This Agreement shall become effective when it shall have been executed by each party hereto.

(c) Any party delivering an executed counterpart of this Agreement by facsimile or by email shall also deliver a manually executed counterpart of this Agreement, but failure to do so shall not affect the validity, enforceability or binding effect of this Agreement, and the parties hereby waive any right they may have to object to that treatment.

8. Notices. All notices and other communications provided under this Agreement shall be delivered in such form, manner and address as provided in the Loan Documents.

9. Partial Invalidity. Any provision of this Agreement which is invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without invalidating the remaining provisions hereof, and

any such invalidity, illegality or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

10. Amendments. No amendment, modification, rescission, waiver or release of any provision of this Agreement, and no consent to any departure therefrom shall in any event be effective unless signed by the Lender (whose signature shall be delivered only in accordance with the applicable provisions of the Loan Documents) and the Pledgor. Any waiver or consent shall be effective only in the specific instance and for the specific purpose for which it is given.

11. Successors and Assigns. This Agreement shall bind and inure to the benefit of the parties hereto and their successors and permitted assigns (as determined pursuant to the Loan Documents), but neither this Agreement nor any of the rights or interests hereunder shall be assigned by the Pledgor (including their respective successors and permitted assigns) without the prior consent of the Lender (which shall be provided only in accordance with the applicable provisions of the Loan Documents), and any attempted assignment without such consent shall be null and void.

12. Controlling Agreement. If any conflict or inconsistency exists between the terms of this Agreement and the terms of the Loan Documents, the terms of the Loan Documents shall govern.

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PLEDGOR
Becker Glove International, LLC

By *Jonathan M. Flom*
Jonathan M. Flom,
Manager

STATE OF MISSOURI)
) SS.
COUNTY OF ST. LOUIS)

On this 25 day of August 2021, before me appeared Jonathan M. Flom, to me personally known, who, being by me duly sworn, did say that he is the Manager of Becker Glove International, LLC, a Delaware limited liability company, and that he signed said instrument on behalf of said limited liability company, by authority of its board of directors, and said Jonathan M. Flom acknowledged that said instrument to be the free act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the City and State aforesaid on the day and year first above written.

Dana P. Albert

Notary Public

My Commission Expires: 1/20/22




DANA P. ALBERT
My Commission Expires
January 20, 2022
St. Louis County
Commission #14149525

[Signature Page to Trademark Security Agreement]

IN WITNESS WHEREOF, the Lender and the Pledgor has executed and delivered this Agreement by and through its duly Authorized Officer as of the date and year first set forth above.

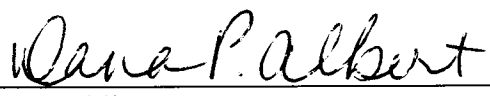
LENDER
Enterprise Bank & Trust

By 
Troy McLendon
Senior Vice President

STATE OF MISSOURI)
) SS.
COUNTY OF ST. LOUIS)

On this 25th day of August, 2021, before me appeared Troy McLendon, to me personally known, who, being by me duly sworn, did say that he is the Senior Vice President of Enterprise Bank & Trust, a Missouri chartered trust company, and that he signed said instrument on behalf of said chartered trust company, by authority of its board of directors, and said Troy McLendon acknowledged that said instrument to be the free act and deed of said chartered trust company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the City and State aforesaid on the day and year first above written.


Notary Public

My Commission Expires: 1/20/22



DANA P. ALBERT
My Commission Expires
January 20, 2022
St. Louis County
Commission #14149525

[Signature Page to Trademark Security Agreement]

SCHEDULE A TO TRADEMARK SECURITY AGREEMENT

TRADEMARKS

U.S. Federal Trademarks

Mark	Owner	Serial No.	Reg No
Bec-Tech	Becker Glove International, LLC	76197355	2564601
Cold Front	Becker Glove International, LLC	86720404	4950486
Cold Front Design	Becker Glove International, LLC	77652680	3804145
Pro Cure Be Proactive, Fight for a Cure	Becker Glove International, LLC	85581144	4455774
Tailgator Beverage Glove	Becker Glove International, LLC	85931672	4461891
Grand Sierra	Becker Glove International, LLC	88476808	6125881
Mountain Logo Design	Becker Glove International, LLC	88476798	6125880