

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM777477

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900729323		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Admiral Craft Equipment Corp.		08/10/2022	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association		
Street Address:	500 First Avenue		
Internal Address:	Commercial loan Service Center		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2890765	GET-A- GRIP ADCRAFT	
Registration Number:	4648341	BLACK DIAMOND	
Registration Number:	5922736	LUNAR ICE	
Registration Number:	2990972	ADCRAFT	
Registration Number:	2990973	ADCRAFT	
Registration Number:	3873366	GAUCHO	
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:	timothy.pecsenye@blankrome.com		
Correspondent Name:	Timothy D. Pecsénye (074658-13058 F.M.)		
Address Line 1:	Blank Rome LLP		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	074658-13058		
NAME OF SUBMITTER:	Timothy D. Pecsénye		

SIGNATURE:	/Timothy D. Pecsénye/
DATE SIGNED:	12/30/2022
Total Attachments: 6 source=3rd AR - Amend 11 - Trademark Security Agreement - Admiral (Greenfield) - Executed(129321961.1) (002)#page1.tif source=3rd AR - Amend 11 - Trademark Security Agreement - Admiral (Greenfield) - Executed(129321961.1) (002)#page2.tif source=3rd AR - Amend 11 - Trademark Security Agreement - Admiral (Greenfield) - Executed(129321961.1) (002)#page3.tif source=3rd AR - Amend 11 - Trademark Security Agreement - Admiral (Greenfield) - Executed(129321961.1) (002)#page4.tif source=3rd AR - Amend 11 - Trademark Security Agreement - Admiral (Greenfield) - Executed(129321961.1) (002)#page5.tif source=3rd AR - Amend 11 - Trademark Security Agreement - Admiral (Greenfield) - Executed(129321961.1) (002)#page6.tif	

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this “Trademark Security Agreement”) is made as of this 12th day of August, 2022, by ADMIRAL CRAFT EQUIPMENT CORP., a New York corporation (“Grantor”), in favor of PNC BANK, NATIONAL ASSOCIATION, in its capacity as “Agent” (as defined under the Domestic Credit Agreement) for the “Lenders” (as defined below) and as “Agent” (as defined under the ExIm Loan Agreement) for the “Lenders” (as defined below) (together with its successors and assigns in such capacities, individually and collectively “Agent”).

W I T N E S S E T H:

WHEREAS, pursuant to (i) that certain Third Amended and Restated Revolving Credit and Security Agreement, dated as of March 4, 2019, as heretofore amended, by and among GREENFIELD WORLD TRADE, INC., a Florida corporation (“GWT”), GREENFIELD WORLD TRADE EXPORTS INC., a Florida corporation (“Greenfield Exports”), OMEGA PRODUCTS, INC., a Pennsylvania corporation (“Omega”), MORADA PRODUCTS, LLC, a Florida limited liability company (“Morada”), EDGE CRAFT CORPORATION, a Delaware corporation (“Edgecraft”), AVANTI PRODUCTS, LLC, a Delaware limited liability company (“Avanti”), Grantor, and KITCHEN DISCOUNTS, LLC, a Florida limited liability company (“Kitchen” and together with GWT, Greenfield Exports, Omega, Morada, Edgecraft, Avanti, Grantor and any other Person which may become a Borrower thereunder pursuant to Section 7.12 thereof, the “Borrowers” and each a “Borrower”), the financial institutions from time to time parties thereto as lenders (the “Lenders”) and the Agent (as so amended and as it may be further amended, amended and restated, supplemented or otherwise modified from time to time, the “Domestic Credit Agreement”) and (ii) that certain Third Amended and Restated Export-Import Loan and Security Agreement, dated as of March 4, 2019, as heretofore amended, by and among the Borrowers, the Lenders and the Agent (as so amended and as it may be further amended, amended and restated, supplemented or otherwise modified from time to time, the “ExIm Loan Agreement” and together with the Domestic Credit Agreement, collectively, the “Credit Agreements”), the Lenders agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, pursuant to the Credit Agreements, Grantor is required to execute and deliver to Agent, for the benefit of the Lenders, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreements.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, for the benefit of the Lenders, a continuing first priority security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “Trademark Collateral”):

(a) all of Grantor’s trademarks, trademark applications, service marks, trade names, mask works and associated goodwill (collectively, “Trademarks”), and licenses for any of the foregoing (“Licenses”), including those referred to on Schedule I hereto;

(b) all reissues, continuations, continuations-in-part, substitutes, extensions or renewals of and improvements on the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future infringement or dilution of any Trademark or any Trademark licensed under any License.

3. **CERTAIN LIMITED EXCLUSIONS.** Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2 hereof attach to any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, to the extent, if any, that, and during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

4. **SECURITY FOR OBLIGATIONS.** This Trademark Security Agreement and the security interest created hereby secure the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantor or any other Borrower to Agent, the Lenders or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving Grantor.

5. **CREDIT AGREEMENTS.** The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Credit Agreements. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreements, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

6. **AUTHORIZATION TO SUPPLEMENT.** If Grantor shall obtain rights to any new Trademarks or Licenses for Trademarks, this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Agent with respect to any such new Trademarks or Licenses for Trademarks. Without limiting Grantor's obligations under this Section 5, Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new Trademarks or Licenses for Trademarks of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

7. **COUNTERPARTS.** This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any Other Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

8. **CONSTRUCTION.** Unless the context of this Trademark Security Agreement or any Other Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any Other Document refer to this Trademark Security Agreement or such Other Document, as the case may be,

as a whole and not to any particular provision of this Trademark Security Agreement or such Other Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any Other Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any Other Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreements) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

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

IN WITNESS WHEREOF, 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.

GRANTOR:

ADMIRAL CRAFT EQUIPMENT CORP.

By: 

Name: O. Neal Asbury

Title: President

ACCEPTED AND
ACKNOWLEDGED BY:

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: Jay Stein
Name: Jay Stein
Title: Senior Vice President

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Registered Trademarks/Trademark Applications

Trademarks	Owner	Registration #	Registration Date
Get-A-Grip Adcraft	Admiral Craft Equipment Corp.	2890765	October 5, 2004
Black Diamond	Admiral Craft Equipment Corp.	4648341	December 2, 2014
Lunar Ice	Admiral Craft Equipment Corp.	5922736	November 26, 2019
Adcraft	Admiral Craft Equipment Corp.	2990972	September 6, 2005
Adcraft	Admiral Craft Equipment Corp.	2990973	September 6, 2005
Gaicho	Admiral Craft Equipment Corp.	3873366	November 9, 2010