

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM775398

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
THE ALMON COMPANY		12/19/2022	Corporation: RHODE ISLAND
THE CLAFLIN COMPANY		12/19/2022	Corporation: RHODE ISLAND
CLAFLIN SERVICE COMPANY		12/19/2022	Corporation: RHODE ISLAND
RECEIVING PARTY DATA			
Name:	Citizens Bank, N.A., as Administrative Agent		
Street Address:	28 State Street, 15th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02109		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6044023	MAYACART	
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:	8004945225		
Email:	ipteam@coagencyglobal.com		
Correspondent Name:	JAY DASILVA		
Address Line 1:	1025 CONNECTICUT AVE., NW, STE. 712		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	WASHINGTON, D.C. 20036		
ATTORNEY DOCKET NUMBER:	1863505 TM		
NAME OF SUBMITTER:	Janet Wamsley		
SIGNATURE:	/Janet Wamsley/		
DATE SIGNED:	12/20/2022		
Total Attachments: 7 source=Scan#page2.tif			

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of December 19, 2022 (as amended, restated, supplemented or otherwise modified, this "Agreement"), among THE ALMON COMPANY, a Rhode Island corporation ("Almon"), THE CLAFLIN COMPANY, a Rhode Island corporation ("Claflin"), and CLAFLIN SERVICE COMPANY, a Rhode Island corporation ("Service", and together with Almon and Claflin, each a "Borrower" and collectively, "Borrowers"), each Subsidiary party hereto as of the date hereof (collectively, the "Subsidiaries" and together with the Borrowers, the "Grantors") and CITIZENS BANK, N.A., as Administrative Agent (in such capacity, the "Administrative Agent").

Reference is made to (a) the Credit Agreement, dated as of December 19, 2022 among the Borrowers, the Lenders party thereto and the Administrative Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), and (b) the Pledge and Security Agreement, dated as of December 19, 2022, by and among the Grantors party thereto and the Administrative Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

The Lenders have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement, the Guarantors have guaranteed Secured Obligations and the Grantors have secured their obligations pursuant to the Security Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement.

Accordingly, the parties hereto agree as follows:

1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement.

2. Grant of Security Interest. As security for the payment or performance, as applicable, in full when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does grant to the Administrative Agent (and its successors and assigns), for the ratable benefit of the Secured Parties, a security interest in, all such Grantor's right, title and interest in, to or under any and all of the following assets now owned or at any time hereafter acquired (collectively, the "Trademark Collateral"):

1. 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, prints and labels on which any of the foregoing have appeared or appear, uniform resource locations (URL's), domain names, designs and general intangibles of like nature, now existing or hereafter adopted or acquired and all registrations and recordings thereof and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office, in each case described on Schedule I and all reissues, renewals, continuations and extensions thereof and amendments thereto (the "Trademarks"),

2. all reissues, continuations, extensions and renewals thereof and amendments thereto,

3. all goodwill associated therewith or symbolized by any of the foregoing,

4. all income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, and

5. all other assets, rights and interests that uniquely reflect or embody such goodwill.

3 Security Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

4 Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (e.g., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement.

5. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement as of the day and year first above written.

THE ALMON COMPANY

By: Edward Almon
Name: Edward Almon
Title: President & CEO

THE CLAFLIN COMPANY

By: _____
Name:
Title:

CLAFLIN SERVICE COMPANY

By: _____
Name:
Title:

[Signature Page to Trademark Security Agreement]

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement as of the day and year first above written.

THE ALMON COMPANY

By: _____
Name:
Title:

THE CLAFLIN COMPANY

By: Will Feld
Name: William Almon
Title: President + COO

CLAFLIN SERVICE COMPANY

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement as of the day and year first above written.


THE ALMON COMPANY

By: _____
Name:
Title:

THE CLAFLIN COMPANY

By: _____
Name:
Title:

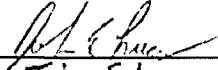
CLAFLIN SERVICE COMPANY

By:  _____
Name:
Title: Normand Chevrette CEO/President

CITIZENS BANK, N.A., as Administrative Agent

By:

Name:
Title:


John E. Lucas
Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007922 FRAME: 0834

SCHEDULE I

TRADEMARKS

Mark	Reg. No.	Reg. Date	Serial No.	Filing Date
MAYACART	6,044,023	04/28/2020	88/496/020	01/03/2020

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