

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM849453

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Prince Corporation		10/27/2023	Corporation: WISCONSIN
Prince Transport, Inc.		10/27/2023	Corporation: WISCONSIN
Zinyeast, Inc.		10/27/2023	Corporation: WISCONSIN

RECEIVING PARTY DATA

Name:	Fifth Third Bank, National Association
Street Address:	6111 N. River Road
Internal Address:	3rd Floor
City:	Rosemont
State/Country:	ILLINOIS
Postal Code:	60018
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	6188860	ROYAL BLUEMOUND
Registration Number:	6148593	AGRICOLAB BOTANICALS
Registration Number:	6135423	RAINBO ELITE SHADE
Registration Number:	5991931	HIPPIE CHICKS
Registration Number:	5112516	AMERICA'S FAVORITE
Registration Number:	4387174	DEERLICIOUS
Registration Number:	3011983	NATURE'S SELECT
Registration Number:	2973246	NATURE'S SELECT
Registration Number:	2897435	NATURE'S SELECT
Registration Number:	3798428	AMERICA'S FAVORITE
Registration Number:	2682374	PRINCE
Registration Number:	2595969	BIRD'S FAVORITE
Registration Number:	2319533	PRINCE
Registration Number:	2167711	PRINCE
Registration Number:	1741477	DEERLICIOUS
Registration Number:	1878819	NO-WASTE

OP \$440.00 6188860

Property Type	Number	Word Mark
Registration Number:	1537561	FAST 'N TUFF
CORRESPONDENCE DATA		
Fax Number:	6126046800	
<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:	612.604.6394	
Email:	mmiller@winthrop.com	
Correspondent Name:	Megan M. Miller	
Address Line 1:	Winthrop & Weinstine, P.A.	
Address Line 2:	225 South 6th Street, Suite 3500	
Address Line 4:	Minneapolis, MINNESOTA 55402	
ATTORNEY DOCKET NUMBER:	15689.26	
NAME OF SUBMITTER:	Megan M. Miller	
SIGNATURE:	/mmm/	
DATE SIGNED:	10/29/2023	
Total Attachments: 5		
source=Executed Trademark Security Agreement 20231027#page1.tif		
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (“**Trademark Security Agreement**”), dated as of October 27, 2023, is made by PRINCE CORPORATION, a Wisconsin corporation; PRINCE TRANSPORT, INC., a Wisconsin corporation; and ZINYEAST, INC., a Wisconsin corporation (individually or collectively, as the context requires, “**Grantor**”) in favor of Fifth Third Bank, National Association (the “**Secured Party**”).

Grantor and Secured Party have entered into a Credit and Security Agreement dated as of October 27, 2023 (the “**Credit Agreement**”).

Under the terms of the Credit Agreement, Grantor has granted to Secured Party a security interest in, among other property, certain intellectual property of Grantor, and has agreed to execute and deliver this Trademark Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office.

Grantor and Secured Party therefore agree as follows:

1. **Grant of Security.** Grantor hereby grants to Secured Party a security interest in and to all of the right, title and interest of Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the “**Trademark Collateral**”):

(a) the trademark registrations, trademark applications, and trademark licenses set forth in **Schedule 1** hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the “**Trademarks**”), excluding only United States intent-to-use trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(b) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. **Recordation.** Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon Secured Party’s request.

3. **Loan Documents.** This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Credit Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Secured Party with respect to the Trademark Collateral are as provided by the Credit Agreement and related documents, and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

4. **Execution in Counterparts.** This Trademark Security 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 to this Trademark Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

5. **Successors and Assigns.** This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. **Governing Law.** This Trademark Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the State of Illinois.

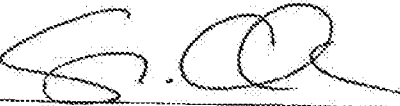
[signature page to follow]

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Grantor and Secured Party have executed this Trademark Security Agreement as of the date set forth in the introductory paragraph.

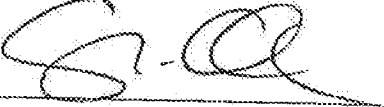
GRANTOR:

PRINCE CORPORATION, a Wisconsin corporation

By: 

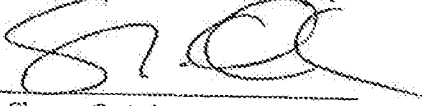
Shaun Quinlan
Its Chief Executive Officer

PRINCE TRANSPORT, INC., a Wisconsin corporation

By: 

Shaun Quinlan
Its Chief Executive Officer

ZINYEAST, INC., a Wisconsin corporation

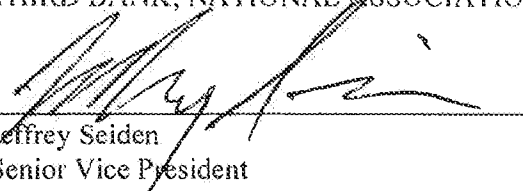
By: 

Shaun Quinlan
Its Chief Executive Officer

SECURED PARTY:

FIFTH THIRD BANK, NATIONAL ASSOCIATION

By: _____


Jeffrey Seiden
Senior Vice President

SCHEDULE 1**TRADEMARK REGISTRATIONS, APPLICATIONS, AND LICENSES**

Trademark	Registration #	Issue Date	Owner
ROYAL BLUEMOUND	6188860	Nov 3, 2020	PRINCE CORPORATION
AGRICOLAB BOTANICALS	6148593	Sep 8, 2020	PRINCE CORPORATION
RAINBO ELITE SHADE	6135423	Aug 25, 2020	PRINCE CORPORATION
HIPPIE CHICKS	5991931	Feb 18, 2020	PRINCE CORPORATION
AMERICA'S FAVORITE	5112516	Jan 3, 2017	PRINCE CORPORATION
DEERLICIOUS	4387174	Aug 20, 2013	PRINCE CORPORATION
NATURE'S SELECT	3011983	Nov 1, 2005	PRINCE CORPORATION
NATURE'S SELECT	2973246	Jul 19, 2005	PRINCE CORPORATION
NATURE'S SELECT	2897435	Oct 26, 2004	PRINCE CORPORATION
AMERICA'S FAVORITE	3798428	Jun 8, 2010	PRINCE CORPORATION
PRINCE	2682374	Feb 4, 2003	PRINCE CORPORATION
BIRD'S FAVORITE	2595969	Jul 16, 2002	PRINCE CORPORATION
PRINCE	2319533	Feb 15, 2000	PRINCE CORPORATION
PRINCE	2167711	Jun 23, 2008	PRINCE CORPORATION
DEERLICIOUS	1741477	Dec 22, 1992	PRINCE CORPORATION
NO-WASTE	1878819	Feb 14, 1995	PRINCE CORPORATION
FAST 'N TUFF	1537561	May 2, 1989	PRINCE CORPORATION