

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FANEUIL, INC.		10/18/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	M&T BANK		
Street Address:	7799 Leesburg Pike		
Internal Address:	North Tower, Suite 900		
City:	Falls Church		
State/Country:	VIRGINIA		
Postal Code:	22043		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3323580	THOSE WHO KNOW US KNOW MORE	
CORRESPONDENCE DATA			
Fax Number:	4439571917		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	410-385-5081		
Email:	lbell@gebsmith.com		
Correspondent Name:	Laura Bell, Legal Asst.		
Address Line 1:	1 South Street		
Address Line 2:	Suite 2200		
Address Line 4:	Baltimore, MARYLAND 21202		
ATTORNEY DOCKET NUMBER:	JT 31568		
NAME OF SUBMITTER:	Joseph R. S. Tyssowski, Jr., Esquire		
Signature:	/Joseph R.S. Tyssowski, Jr./		

OP \$40.00 3323580

Date:

10/18/2013

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (“AGREEMENT”) is dated as of October 18, 2013 by and between FANEUIL, INC., a Delaware corporation (“PLEDGOR”), with its mailing address at 2 Eaton Street, Suite 1002, Hampton, Virginia; and M&T BANK (“LENDER”), with its mailing address at 7799 Leesburg Pike, North Tower, Suite 900, Falls Church 22043.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and adequacy of which are hereby acknowledged, the PLEDGOR agrees with the LENDER as follows:

Section 1. Defined Terms. As used in this AGREEMENT, the terms set forth in this Section 1 have the meanings set forth below, unless the specific context of this AGREEMENT clearly requires a different meaning. Terms defined in this Section 1 or elsewhere in this AGREEMENT are in all capital letters throughout this AGREEMENT. The singular use of any defined term includes the plural and the plural use includes the singular.

Section 1.1. “EVENT OF DEFAULT” means the occurrence of an “Event of Default” as that term is defined in the LOAN AGREEMENT.

Section 1.2. “LOAN AGREEMENT” means the Loan and Security Agreement of even date herewith by and between the PLEDGOR, Faneuil Toll Operations, LLC and the LENDER, as the same may be hereafter amended or modified.

Section 1.3. “LOAN DOCUMENTS” means all the LOAN AGREEMENT and all agreements, instruments and documents, including without limitation, loan agreements, notes, guaranties, pledges, security agreements, assignments, and all other written matter, whether heretofore, now, or hereafter executed by or on behalf of the PLEDGOR to or for the benefit of the LENDER, or by any obligor for obligations guaranteed by the PLEDGOR to the LENDER.

Section 1.4. “OBLIGATIONS” means all “Obligations” as that term is defined in the LOAN AGREEMENT

Section 1.5. “TRADEMARKS” means all right, title and interest of the PLEDGOR, whether now owned or existing or hereafter acquired or arising, in, to, under and by virtue of all trademarks, trade names, corporate names, partnership names, company names, business names, fictitious business names, trade styles, service marks, package or product designs, trade dress, logos, other source of business identifiers, and prints and labels on which any of the foregoing have appeared or appear, now existing or hereafter adopted or acquired, and all registrations and recordings thereof, and all applications for any of the foregoing, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office, together with: (a) all renewals thereof, (b) all intellectual property of the PLEDGOR and goodwill of the business to which any of the foregoing relates, (c) all present and future rights of the PLEDGOR under all present and future license agreements relating to any of the foregoing, whether the PLEDGOR is licensee or licensor thereunder, (d) all income, royalties, damages and payments now or hereafter due or payable under any of the foregoing or with respect thereto, including, without limitation, damages and payments for past, present or future infringements thereof, (e) all present and future claims, causes of action and rights to sue for past, present or future infringements thereof, (f) all general intangibles, proceeds and products related thereto, and (g) all rights corresponding thereto throughout the world. “TRADEMARKS,” as defined above shall include, without limitation, all of the United States trademarks and trademark applications listed on Exhibit A attached hereto and incorporated herein by reference.

Section 2. Grant Of Security Interest. As security for the complete and timely payment, performance and satisfaction of all of the OBLIGATIONS, the PLEDGOR hereby mortgages, pledges, and hypothecates unto the LENDER and the LENDER’S successors and assigns, upon the following terms and conditions, and hereby grants to the LENDER and the LENDER’S successors and assigns, a security interest in and to all of the PLEDGOR’S right, title and interest in, under or by virtue of the TRADEMARKS, whether now owned or existing or hereafter acquired, and in the products and proceeds thereof. The security interests granted by the PLEDGOR to the LENDER hereunder shall automatically attach to and include all rights to any TRADEMARKS which are subsequently obtained by the PLEDGOR after the date of this AGREEMENT or to any licenses thereof. The PLEDGOR hereby irrevocably and unconditionally authorizes the LENDER to modify and amend from time to time this AGREEMENT and Exhibit A hereto to include any such additional TRADEMARKS or licenses, without any further assent or signature of the PLEDGOR. Future advances are intended to be secured.

Section 4. Rights Upon The Occurrence Of An Event Of Default. Upon the occurrence of an EVENT OF DEFAULT, in addition to all other rights and remedies available under the LOAN DOCUMENTS or under applicable law, including but not limited to the rights of a secured party under the Uniform Commercial Code in effect from time to time in Maryland, the AGENT shall have the right at any time (but shall have no obligation) to take, in its name or in the name of the PLEDGOR or otherwise, such actions as the AGENT may, at any time or from time to time, deem necessary to maintain, protect, sell, liquidate,

transfer, license, assign or otherwise dispose of or realize upon the TRADEMARKS, upon such terms and conditions as it may deem advisable and at such prices as it may deem best, for cash or on credit or for future delivery without assumption of any credit risk.

Section 5. No Duty Imposed Upon Lender. The powers conferred upon the LENDER hereunder are solely to protect the interests of the LENDER in the TRADEMARKS and shall not impose any duty upon the LENDER to exercise any such powers.

Section 6. Patent And Trademark Office And Third Parties May Rely Upon Pledgor's Authorizations To Lender. If the LENDER shall elect to exercise any of its rights hereunder, the United States Patent and Trademark Office and all other persons and entities shall have the right to rely upon the LENDER'S written statement of the LENDER'S right to sell, assign, license and transfer the TRADEMARKS and the PLEDGOR hereby irrevocably and unconditionally authorizes the United States Patent and Trademark Office and all other persons and entities to recognize such sale by the LENDER either in the PLEDGOR'S name or in the LENDER'S name without the necessity or obligation of the United States Patent and Trademark Office or any other persons and entities to ascertain the existence of any default by the PLEDGOR under the LOAN DOCUMENTS, or any other fact or matter relating to the entitlement of the LENDER to exercise its rights hereunder.

Section 7. Notices. Notices that are required or permitted to be delivered hereunder shall be sufficient if in writing and sent to the addresses set forth in the LOAN DOCUMENTS, in the manner and within the time specified in the LOAN DOCUMENTS.

Section 8. Amendment. The terms and conditions of this AGREEMENT may be modified, altered, waived, or amended only by a writing executed by the LENDER consenting to the modification, alteration, waiver, or amendment.

Section 9. Choice Of Law. This AGREEMENT shall be construed according to the laws of the Commonwealth of Virginia. All parties hereto consent to the jurisdiction and venue of the courts of the Commonwealth of Virginia in any action to enforce, construe or interpret this AGREEMENT.

Section 10. Severability. If any of the provisions of this AGREEMENT are judicially determined to be in conflict with any law of the State of Maryland or otherwise judicially determined to be unenforceable for any reason whatsoever, such provision shall be deemed null and void to the extent of such unenforceability but shall be deemed separable from and shall not invalidate any other provision of this AGREEMENT.

Section 11. Successors And Assigns. The terms, covenants and conditions contained in this AGREEMENT shall inure to the benefit of the LENDER and its successors and assigns, and shall be binding upon the PLEDGOR and its successors and assigns.

Section 12. Waiver Of Jury Trial. The PLEDGOR and the LENDER each agree that any suit, action, or proceeding, whether claim or counterclaim, brought or instituted by either party hereto or any successor or assign of either party hereto, with respect to this AGREEMENT, the LOAN DOCUMENTS, or any other document or agreement which in any way relates, directly or indirectly, to this AGREEMENT, the LOAN DOCUMENTS, the OBLIGATIONS or any event, transaction or occurrence arising out of or in any way connected with this AGREEMENT, the LOAN DOCUMENTS, any of the OBLIGATIONS, or the dealings of the parties with respect thereto, shall be tried only by a court, and not by a jury. **THE PLEDGOR AND THE LENDER HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY IN ANY SUCH SUIT, ACTION, OR PROCEEDING.**

[Signatures Contained on Next Page]

IN WITNESS WHEREOF, the parties have executed this AGREEMENT as of the date first above written with the specific intention of creating an instrument under seal.

WITNESS/ATTEST:

PLEDGOR:

FANEUIL, INC.

Alden J. Eldredge
Alden J. Eldredge

By: Anna Van Buren (SEAL)
Name: Anna Van Buren
Title: Chief Executive Officer
Date: _____

WITNESS/ATTEST:

LENDER:

M&T BANK

By: _____ (SEAL)
Name: _____
Title: _____
Date: _____

IN WITNESS WHEREOF, the parties have executed this AGREEMENT as of the date first above written with the specific intention of creating an instrument under seal.

WITNESS/ATTEST:

PLEDGOR:

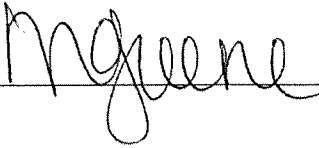
FANEUIL, INC.

By: _____ (SEAL)
Name: _____
Title: _____
Date: _____

WITNESS/ATTEST:

LENDER:

M&T BANK




By:  (SEAL)
Name: Brandon C. Rayer
Title: Asst. VP
Date: 12-17-2017

EXHIBIT "A"

Schedule Of Trademarks

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U.S. Reg. No. 3,323,580 Issued 10/30/2007