

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM479978

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	GRANT OF A SECURITY INTEREST -- TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Edsal Sandusky LLC		06/29/2018	Corporation: DELAWARE
Edsal Manufacturing Company, LLC		06/29/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Cerberus Business Finance Agency, LLC, as collateral agent		
Street Address:	875 Third Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2876715	MUSCLE RACK	
Registration Number:	2140545	SANDUSKY	
Registration Number:	2207679	STORAGE ZONE	
Registration Number:	2172922	TRANSPORT	
Registration Number:	4116027	Z-BEAM	
Registration Number:	4116028	ZBEAM	
CORRESPONDENCE DATA			
Fax Number:	2125935955		
<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:	212-756-2132		
Email:	scott.kareff@srz.com		
Correspondent Name:	S. Kareff c/o Schulte Roth & Zabel LLP		
Address Line 1:	919 Third Avenue		
Address Line 2:	19th Floor		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	014951-1789		
NAME OF SUBMITTER:	Scott Kareff (014951-1789)		

CH \$165.00 2876715

SIGNATURE:	/kc for sk/
DATE SIGNED:	06/29/2018
Total Attachments: 6 source=Edsal - Trademark Security Agt (4)#page1.tif source=Edsal - Trademark Security Agt (4)#page2.tif source=Edsal - Trademark Security Agt (4)#page3.tif source=Edsal - Trademark Security Agt (4)#page4.tif source=Edsal - Trademark Security Agt (4)#page5.tif source=Edsal - Trademark Security Agt (4)#page6.tif	

GRANT OF A SECURITY INTEREST -- TRADEMARKS

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of June 29, 2018, by EDSAL SANDUSKY LLC and EDSAL MANUFACTURING COMPANY, LLC (collectively, "Grantor"), in favor of Cerberus Business Finance Agency, LLC, in its capacity as collateral agent for itself and the other Secured Parties (together with its successors and assigns in such capacity, "Grantee").

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated as of June 29, 2018 (as amended, restated, amended and restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has assigned to the Grantee and granted to the Grantee for the benefit of the Secured Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the trademarks and service marks listed on the attached Schedule A (excluding, for clarity, any intent-to-use trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office), which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks"), together with, among other things, the goodwill of the business symbolized by the Trademarks and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby pledge and grant to the Grantee for the benefit of the Grantee and Secured Parties, a continuing security interest in the Collateral (other than, to the extent provided in the Security Agreement, any Excluded Property).

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the 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 Trademark Security Agreement and the terms of the Security Agreement, the Security Agreement shall control.

This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the

same agreement. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

EDSAL SANDUSKY LLC

By: 
Name: Mitchell Liss
Title: President

EDSAL MANUFACTURING COMPANY, LLC

By: _____
Name: Bruce Saltzberg
Title: President

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.





EDSAL SANDUSKY LLC

By: _____
Name: Mitchell Liss
Title: President


EDSAL MANUFACTURING COMPANY, LLC

By:  _____
Name: Bruce Saltzberg
Title: President

SCHEDULE A TO GRANT OF A SECURITY INTEREST

Mark	Jurisdiction	App No./ App. Date	Reg. No./ Reg. Date	Status	Owner of Record	Current Owner ¹
MUSCLE RACK & LOGO 	USA	76538843 20-Aug- 2003	2876715 24-Aug- 2004	Registered	Edsal Sandusky Corporation	Edsal Sandusky LLC
SANDUSKY & Design 	USA	75230751 24-JAN- 1997	2140545 03-MAR- 1998	Registered	Edsal Sandusky Corporation	Edsal Sandusky LLC
STORAGE ZONE & Design 	USA	75311462 19-JUN- 1997	2207679 01-DEC- 1998	Registered	Edsal Sandusky Corporation	Edsal Sandusky LLC
TRANSPORT & Design 	USA	75311461 19-JUN- 1997	2172922 14-JUL- 1998	Registered	Edsal Sandusky Corporation	Edsal Sandusky LLC
Z-BEAM	USA	85211998 06-JAN- 2011	4116027 20-MAR- 2012	Registered	Edsal Manufacturing Company, Inc.	Edsal Manufacturing Company, LLC

¹ Current owner listed is owner as successor-in-interest to registered owner, but record title is still in the name of registered owner.

Mark	Jurisdiction	App No./ App. Date	Reg. No./ Reg. Date	Status	Owner of Record	Current Owner ¹
ZBEAM STYLIZED 	USA	85212002 06-JAN- 2011	4116028 20-MAR- 2012	Registered	Edsal Manufacturing Company, Inc.	Edsal Manufacturing Company, LLC