

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM488666

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Edsal Manufacturing Company, LLC		06/29/2018	Limited Liability Company: DELAWARE
Edsal Sandusky LLC		06/29/2018	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BMO Harris Bank N.A., as Administrative Agent		
<b>Street Address:</b>	115 S. LaSalle Street, 20W		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2876715	MUSCLE RACK	
<b>Registration Number:</b>	2140545	SANDUSKY	
<b>Registration Number:</b>	2207679	STORAGE ZONE	
<b>Registration Number:</b>	2172922	TRANSPORT	
<b>Registration Number:</b>	4116027	Z-BEAM	
<b>Registration Number:</b>	4116028	ZBEAM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2149813400		
<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>			
<b>Phone:</b>	214-981-3483		
<b>Email:</b>	dclark@sidley.com		
<b>Correspondent Name:</b>	Dusan Clark, Esq.		
<b>Address Line 1:</b>	Sidley Austin LLP		
<b>Address Line 2:</b>	2021 McKinney Ave., Suite 2000		
<b>Address Line 4:</b>	Dallas, TEXAS 75201		
<b>ATTORNEY DOCKET NUMBER:</b>	11569-30160		

CH \$165.00 2876715

<b>NAME OF SUBMITTER:</b>	Dusan Clark
<b>SIGNATURE:</b>	/Dusan Clark/
<b>DATE SIGNED:</b>	09/05/2018
<b>Total Attachments: 4</b> source=Edsal - Executed Trademark Security Agreement (June 2018) 233396975_1#page1.tif source=Edsal - Executed Trademark Security Agreement (June 2018) 233396975_1#page2.tif source=Edsal - Executed Trademark Security Agreement (June 2018) 233396975_1#page3.tif source=Edsal - Executed Trademark Security Agreement (June 2018) 233396975_1#page4.tif	

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of June 29, 2018, by Edsal Manufacturing Company, LLC, a Delaware limited liability company and Edsal Sandusky LLC, a Delaware limited liability company (each, a "Grantor", and together, the "Grantors"), in favor of BMO Harris Bank N.A., in its capacity as administrative agent for itself and the other Secured Parties (together with its successors and assigns in such capacity, "Grantee").

WHEREAS, each Grantor has entered into a Pledge and Security Agreement dated as of the date hereof (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, each Grantor has 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 such 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, each 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.

Each 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 MANUFACTURING COMPANY, LLC

By:   
Name: Bruce Saltzberg  
Title: President

EDSAL SANDUSKY LLC

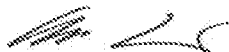
By: \_\_\_\_\_  
Name: Mitchell Liss  
Title: President

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.



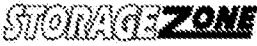


EDSAL MANUFACTURING COMPANY, LLC

By: \_\_\_\_\_  
Name: Bruce Saltzberg  
Title: President

EDSAL SANDUSKY LLC

By:  \_\_\_\_\_  
Name: Mitchell Liss  
Title: President

SCHEDULE A TO TRADEMARK SECURITY AGREEMENT

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

<sup>1</sup> As of Effective Date; trademark assignments to the "Current Owner" will occur post-closing.