

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM327185

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
AFC TRIDENT, INC.		12/19/2014	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	OPUS BANK		
<b>Street Address:</b>	131 W. COMMONWEALTH AVE.		
<b>City:</b>	FULLERTON		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92832		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 17</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86218459	TRIDENT CASE	
<b>Serial Number:</b>	86218453	TRIDENT CASE	
<b>Serial Number:</b>	86218455	TRIDENT CASE	
<b>Serial Number:</b>	86218450		
<b>Serial Number:</b>	85711510	THESEUS	
<b>Serial Number:</b>	85709274	ATHENA	
<b>Serial Number:</b>	85709267	ARES	
<b>Serial Number:</b>	85709259	ZEUS	
<b>Serial Number:</b>	85709251	POSEIDON	
<b>Registration Number:</b>	4500637	ELECTRA	
<b>Serial Number:</b>	85874972	CYCLOPS	
<b>Registration Number:</b>	4418452	KRAKEN	
<b>Registration Number:</b>	4378867	APOLLO	
<b>Registration Number:</b>	4382672	NYX	
<b>Registration Number:</b>	4328982	A.M.S.	
<b>Registration Number:</b>	4328910	PERSEUS	
<b>Registration Number:</b>	4091069	AEGIS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2136305846		

CH \$440.00 86218459

**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.**

**Phone:** 213-891-0700  
**Email:** meason@buchalter.com  
**Correspondent Name:** Michele A. Eason, Sr. Paralegal  
**Address Line 1:** 1000 Wilshire Blvd.  
**Address Line 2:** Suite 1500  
**Address Line 4:** Los Angeles, CALIFORNIA 90017

<b>ATTORNEY DOCKET NUMBER:</b>	O5921-0044
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<b>NAME OF SUBMITTER:</b>	Michele A. Eason
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<b>SIGNATURE:</b>	/Michele A. Eason/
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<b>DATE SIGNED:</b>	12/23/2014
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**Total Attachments: 7**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "*Trademark Security Agreement*") is made this 19th day of December, 2014, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "*Grantors*" and each individually "*Grantor*"), and OPUS BANK, a California commercial bank ("*Bank*").

### WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of December 19, 2014 (as amended, restated, supplemented, or otherwise modified from time to time, the "*Credit Agreement*") by and among AFC Trident, Inc., a California corporation ("*Parent*"), Trident Manufacturing, Inc., a California corporation ("*Trident Manufacturing*"), Trident Molds, Inc., a California corporation ("*Trident Molds*"), and AFC Trident Manufacturing, LLC, a California limited liability company ("*AFC*"), and one or more additional direct or indirect Subsidiaries of Parent, hereafter acquired or formed, which become party to the Credit Agreement by executing an Addendum (Parent, Trident Manufacturing, Trident Molds, AFC, and such other Subsidiaries are sometimes individually referred to herein as a "*Borrower*" and collectively referred to herein as "*Borrowers*"), and Bank, Bank agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, Bank is willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Bank that certain Security Agreement, dated as of even date with the Credit Agreement (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "*Security Agreement*"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Bank this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby unconditionally grants, assigns, and pledges to Bank to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "*Security Interest*") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "*Trademark Collateral*"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. **SECURITY FOR SECURED OBLIGATIONS.** This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Bank, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. **SECURITY AGREEMENT.** The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Bank pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Bank with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. **AUTHORIZATION TO SUPPLEMENT.** If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto.

Grantors shall give prompt notice in writing to Bank with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Bank unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Bank's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. **COUNTERPARTS.** This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

***[SIGNATURE PAGE(S) TO FOLLOW.]***

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

GRANTORS:

**AFC TRIDENT, INC.,**  
a California corporation



By: \_\_\_\_\_  
Name: Hong Lip Yow  
Title: President, Chief Financial Officer and  
Secretary

*[SIGNATURES CONTINUE ON THE FOLLOWING PAGE.]*

BANK:

ACCEPTED AND ACKNOWLEDGED BY:







OPUS BANK,  
a California commercial bank

By:   
Name: Thomas Anthony Hill  
Title: Senior Managing Director

TRADEMARK SECURITY AGREEMENT

**TRADEMARK**  
**REEL: 005426 FRAME: 0628**

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**  
**Trademark Registrations/Applications**

No.	Owner	Trademark	Reg. No./ Serial No.	Reg. Date/ File Date
1	AFC Trident, Inc. DBA Trident Case		86/218,459	03/12/2014
2	AFC Trident, Inc. DBA Trident Case		86/218,453	03/12/2014
3	AFC Trident, Inc. DBA Trident Case		86/218,455	03/12/2014
4	AFC Trident, Inc. DBA Trident Case		86/218,450	03/12/2014
5	AFC Trident, Inc. DBA Trident Case		85/711,510	08/23/2012
6	AFC Trident, Inc. DBA Trident Case		85/709,274	08/21/2012

No.	Owner	Trademark	Reg. No./ Serial No.	Reg. Date/ File Date
7	AFC Trident, Inc. DBA Trident Case	ARES	85/709,267	08/21/2012
8	AFC Trident, Inc. DBA Trident Case	ZEUS	85/709,259	08/21/2012
9	AFC Trident, Inc. DBA Trident Case	POSEIDON	85/709,251	08/21/2012
10	AFC Trident, Inc. DBA Trident Case	Electra	4,500,637	03/25/2014
11	AFC Trident, Inc. DBA Trident Case	CYCLOPS	85/874,972	03/13/2013
12	AFC Trident, Inc. DBA Trident Case	KRAKEN	4,418,452	10/15/2013
13	AFC Trident, Inc. DBA Trident Case	APOLLO	4,378,867	08/21/2012
14	AFC Trident, Inc. DBA Trident Case		4,382,672	08/13/2013
15	AFC Trident, Inc.	A.M.S.	4,328,982	04/30/2013
16	AFC Trident, Inc.	PERSEUS	4,328,910	04/30/2013

SCHEDULE I TO  
TRADEMARK SECURITY AGREEMENT



No.	Owner	Trademark	Reg. No./ Serial No.	Reg. Date/ File Date
17	AFC Trident, Inc.	<b>AEGIS</b>	4,091,069	01/24/2012

**Trade Names**

*Trident Case*

**Common Law Trademarks**

*None.*

**Trademarks Not Currently In Use**

*None.*

**Trademark Licenses**

*None.*