

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM562592

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
LIGNETICS, INC.		01/31/2020	Corporation: CALIFORNIA

RECEIVING PARTY DATA

Name:	FIFTH THIRD BANK, NATIONAL ASSOCIATION
Street Address:	6111 N. River Road
City:	Rosemont
State/Country:	ILLINOIS
Postal Code:	60018
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	2054638	PRES-TO-LOGS
Registration Number:	2010180	LIGNETICS
Registration Number:	1457946	LIGNETICS
Registration Number:	1461603	
Registration Number:	4301412	BEAR MOUNTAIN
Registration Number:	5838161	BEAR MOUNTAIN PREMIUM BBQ WOODS
Registration Number:	5777408	PRES-TO-BRICKS
Registration Number:	5793031	
Registration Number:	5760970	
Serial Number:	88399307	CATALYST
Serial Number:	88600485	CRAFT BLENDS

CORRESPONDENCE DATA

Fax Number: 6106401965

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: 6106405800

Email: trademarks@stradley.com

Correspondent Name: Elizabeth M. O'Donoghue

Address Line 1: Stradley Ronon Stevens & Young, LLP

Address Line 2: 30 Valley Stream Parkway

TRADEMARK

Address Line 4:	Malvern, PENNSYLVANIA 19355
ATTORNEY DOCKET NUMBER:	187520-0008
NAME OF SUBMITTER:	Elizabeth M. O'Donoghue
SIGNATURE:	/elizabeth m. o'donoghue/
DATE SIGNED:	02/18/2020
Total Attachments: 6 source=Trademark Security Agreement (Lignetics, Inc.)#page1.tif source=Trademark Security Agreement (Lignetics, Inc.)#page2.tif source=Trademark Security Agreement (Lignetics, Inc.)#page3.tif source=Trademark Security Agreement (Lignetics, Inc.)#page4.tif source=Trademark Security Agreement (Lignetics, Inc.)#page5.tif source=Trademark Security Agreement (Lignetics, Inc.)#page6.tif	

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (“**Trademark Security Agreement**”), dated as of January 31, 2020, is made by LIGNETICS, INC. (“**Grantor**”) in favor of FIFTH THIRD BANK, NATIONAL ASSOCIATION, as administrative agent to the Lenders (as defined below) (the “**Administrative Agent**”).

Grantor, certain affiliates of the Grantor, the financial institutions a party thereto from time to time (the “**Lenders**”) and Administrative Agent have entered into a Credit and Security Agreement dated as of even date herewith (as amended, restated, renewed or otherwise modified from time to time, the “**Credit Agreement**”).

Under the terms of the Credit Agreement, Grantor has granted to Administrative Agent, for the ratable benefit of the Credit Parties (as defined in the Credit Agreement), 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 Administrative Agent therefore agree as follows:

1. **Grant of Security.** Grantor hereby grants to Administrative Agent, for the ratable benefit of the Credit Parties, 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 Administrative Agent’s request.

3. **Loan Documents.** This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Credit 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 Administrative Agent 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.

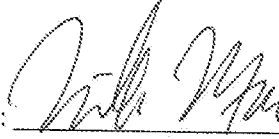
5. **Successors and Assigns.** This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

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]

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

LIGNETICS, INC.


By: 
Name: William I. Morris
Title: Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006866 FRAME: 0366

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

**FIFTH THIRD BANK, NATIONAL
ASSOCIATION**, as Administrative Agent


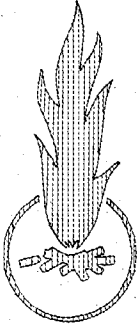


By: 
Name: William A. Stapel
Title: Senior Vice President - Managing
Director

[Signature page to Trademark Security Agreement]


**TRADEMARK
REEL: 006866 FRAME: 0367**

SCHEDULE 1


TRADEMARK REGISTRATIONS, APPLICATIONS, AND LICENSES

Owner	Registered Trademark	Registration No.	Date Registered	Country
Lignetics, Inc.	PRES-TO-LOGS	2054638	April 22, 1997	US
Lignetics, Inc.	LIGNETICS	2010180	October 22, 1996	US
Lignetics, Inc.	Lignetics 	1457946	September 22, 1987	US
Lignetics, Inc.	Design – flames with circle and pellets 	1461603	October 20, 1987	US
Lignetics, Inc.	Bear Mountain	4,301,412	March 12, 2013	US
Lignetics, Inc.	BEAR MOUNTAIN PREMIUM BBQ WOODS	5838161	August 20, 2019	US
Lignetics, Inc.	PRES-TO-BRICKS	5777408	June 11, 2019	US
Lignetics, Inc.		5793031	July 2, 2019	US
Lignetics, Inc.		5760970	May 28, 2019	US
Lignetics, Inc.	LIGNETICS	TMA468945	January 16, 1997	CA
Lignetics, Inc.	PRES-TO-LOGS	UCA3934	November 8, 1934	CA

Common Law Trademarks

Owner	Trademark
Lignetics, Inc.	Design – flames with 3 logs 
Lignetics, Inc.	FIRE STARTER

Applied For Trademarks

Nature of Interest	Applied For Trademark	Serial No.	Property Covered	Filing Date	Docket No.	Country of Registration
Owner (Lignetics, Inc.)	CATALYST	88399307	Cat litter	April 24, 2019	N/A	U. S.
Owner (Lignetics, Inc.)	CRAFT BLENDS	88600485	Wood pellets for grilling, smoking and flavoring food	August 30, 2019	N/A	U.S.
Owner (Lignetics, Inc.)	PRES-TO-BRICKS	1936115	Fireplace logs, fuel briquettes, and fuel blocks all for use in fireplaces and wood stoves	December 14, 2018	N/A	CA
Owner (Lignetics, Inc.)		1964721	Wood heating pellets	May 24, 2019	N/A	CA
Owner (Lignetics, Inc.)	CRAFT BLENDS	2008168	Class 4, wood pellets for grilling, smoking and flavoring food	January 27, 2020	N/A	CA