

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM699461

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien Security Agreement
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Pelican Products, Inc.		12/31/2021	Corporation: DELAWARE
Pelican Nanocool Holdings, LLC		12/31/2021	Limited Liability Company: DELAWARE
Pelican BioThermal LLC		12/31/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	900 W Trade St., MC: NC1-026-06-09
Internal Address:	Attn: Mac Legal
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28255
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 94

Property Type	Number	Word Mark
Registration Number:	6134329	A COOL REVOLUTION
Registration Number:	2464555	BIG ED
Registration Number:	4898522	C CHRONOS
Registration Number:	4876901	CHRONOS
Registration Number:	4884254	C CHRONOS
Registration Number:	5013670	COOL
Registration Number:	5214454	COOL LOGISTICS
Registration Number:	6065228	COOLGUARD
Registration Number:	5013737	COOLPALL
Registration Number:	4617890	COOLPALL
Registration Number:	4898521	COOLPALL
Registration Number:	5936363	CORRECT COLOR
Registration Number:	4536599	CREDO
Registration Number:	3579237	CREDO

OP \$2365.00 6134329

Property Type	Number	Word Mark
Registration Number:	3582644	CREDO
Registration Number:	4942350	CREDO
Registration Number:	3824728	CREDO CUBE
Registration Number:	3824727	CREDO CUBE
Registration Number:	4961112	CREDO CUBE
Registration Number:	4265750	CREDO DURACUBE
Registration Number:	4939655	CREDO PROENVISION
Registration Number:	5995251	CREDO PROMED
Registration Number:	3932483	CREDO XTREME
Registration Number:	6176909	DEEPPFREEZE
Registration Number:	2728001	DEFY THE ELEMENTS
Registration Number:	2608696	
Registration Number:	3238305	DOUBLE DUTY
Registration Number:	2245585	
Registration Number:	3075075	
Registration Number:	6081932	FLIGHTLINE SERIES
Registration Number:	4566876	GOLDEN HOUR
Registration Number:	2905775	GOLDEN HOUR
Registration Number:	3249658	HARDBACK
Registration Number:	4082307	HARDIGG
Registration Number:	2083614	HARDIGG
Registration Number:	3599037	HARDIGG BLACK BOX
Registration Number:	2693139	HARDIGG CASES
Registration Number:	3283692	HARDIGG TL500I
Registration Number:	2173711	HEADSUP LITE
Registration Number:	2748356	HPX
Registration Number:	3530509	KINGLITE
Registration Number:	3087520	L1
Registration Number:	6029316	LIGHT LIFT
Registration Number:	2974280	LITTLE ED
Registration Number:	3771992	MAC RACK
Registration Number:	5041884	MINNESOTA THERMAL SCIENCE
Registration Number:	1911248	MITYLITE
Registration Number:	3408095	MOBILE ARMORY
Registration Number:	4927073	MOBILE IT
Registration Number:	3671130	MOBILE IT
Registration Number:	3086338	MOBILE MASTER
Registration Number:	3671129	MOBILE MEDICAL

Property Type	Number	Word Mark
Registration Number:	3589315	MOBILE OFFICE
Registration Number:	2971189	NANOCOOL
Registration Number:	2646538	NEMO
Registration Number:	5066676	PELI
Registration Number:	5401936	PELI BIOTHERMAL
Registration Number:	3039521	
Registration Number:	5016969	PELICAN
Registration Number:	3756372	PELICAN
Registration Number:	2240096	PELICAN
Registration Number:	2227063	PELICAN
Registration Number:	5994508	PELICAN
Registration Number:	5252026	PELICAN BIOTHERMAL
Registration Number:	5251502	PELICAN BIOTHERMAL
Registration Number:	6048260	PELICAN GO
Registration Number:	3056945	
Registration Number:	6048261	PELICAN RUCK
Registration Number:	3990155	PELICAN-HARDIGG
Registration Number:	1278854	PELILITE
Registration Number:	2686435	PICK N PLUCK
Registration Number:	1288867	SABRELITE
Registration Number:	6316418	SHUTTLE
Registration Number:	1140798	SKID-MATE
Registration Number:	1401180	SKID-MATE+PLUS
Registration Number:	2246875	STEALTHLITE
Registration Number:	4082408	STORM CASE
Registration Number:	2751218	STORM CASE
Registration Number:	2670087	STORM CASE
Registration Number:	4082407	
Registration Number:	3055053	
Registration Number:	3485639	SUPERMAC
Registration Number:	3332248	TANK MATE
Registration Number:	5215093	TEST THE LIMITS
Registration Number:	5065356	TIC
Registration Number:	3366787	TIC
Registration Number:	4790987	TREKPAK
Registration Number:	4914055	TREKPAK
Registration Number:	2197909	VERSABRITE
Registration Number:	2952209	VORTEX

Property Type	Number	Word Mark
Registration Number:	5322146	YOU BREAK IT, WE REPLACE IT...FOREVER
Serial Number:	90858953	PELI BIOTHERMAL SCHOOL OF COOL
Serial Number:	88751772	PELICAN
Serial Number:	90112799	PRESS & PULL

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 800-713-0755

Email: Michael.Violet@wolterskluwer.com, ECarrera@cahill.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Elaine Carrera
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	01/04/2022

Total Attachments: 9

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of December 31, 2021, is made by and among Pelican Products, Inc., Pelican Nanocool Holdings, LLC, and Pelican BioThermal LLC (individually, a “Grantor”, and, collectively, the “Grantors”), in favor of BANK OF AMERICA, N.A., in its capacity as collateral agent (“Collateral Agent”).

WITNESSETH:

WHEREAS, the Grantors are party to that certain Second Lien Security Agreement, dated as of December 31, 2021 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Collateral Agent pursuant to which the Grantors are required to execute and deliver this Second Lien Trademark Security Agreement (this “Trademark Security Agreement”);

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Creditors, to enter into the Credit Agreement, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Creditors a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of such Grantor (but, for the avoidance of doubt, excluding any Excluded Collateral (as defined in the Security Agreement) (collectively, “Trademark Collateral”):

- (a) Marks of such Grantor, including those listed on Schedule I attached hereto (except for any “intent to use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an “Amendment to Allege Use” or a “Statement of Use” under Sections 1(c) and 1(d) of said Act has been filed in, and accepted by, the PTO);
- (b) all goodwill associated with such Marks (other than Excluded Collateral); and
- (c) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Marks 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the occurrence of the Termination Date, in accordance with the terms of the Security Agreement the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Marks under this Trademark Security Agreement.

SECTION 5. Counterparts; Etc.. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. The provisions of Section 13.21 of the Credit Agreement are incorporated herein, mutatis mutandis.

SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

SECTION 7. Intercreditor Agreements. This Trademark Security Agreement is subject to the terms and conditions set forth in the Intercreditor Agreements in all respects and, in the event of any conflict between the terms of any Intercreditor Agreement and this Trademark Security Agreement, the terms of such Intercreditor Agreement shall govern.

[signature page follows]

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

Very truly yours,

PELICAN PRODUCTS, INC.

By: Mary Ann Sigler
Name: Mary Ann Sigler
Title: Vice President LPS

PELICAN BIOTHERMAL LLC

By: Mary Ann Sigler
Name: Mary Ann Sigler
Title: Vice President LPS

PELICAN NANOCOOL HOLDINGS, LLC

By: PELICAN BIOPHARMA, LLC, its sole member

By: Mary Ann Sigler
Name: Mary Ann Sigler
Title: Vice President LPS

Accepted and Agreed:

BANK OF AMERICA, N.A.,
as Collateral Agent

By: 

Name:

Henry Pennell

Title:

Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

Mark	Registration Number	Registration Date	Owner of Record
A COOL REVOLUTION	6134329	8/25/2020	Pelican Nanocool Holdings LLC
BIG ED	2464555	6/26/2001	Pelican Products, Inc.
C CHRONOS (Stylized & Design)	4898522	2/9/2016	Peli BioThermal Limited
CHRONOS	4876901	12/29/2015	Peli BioThermal Limited
CHRONOS & Design	4884254	1/12/2016	Peli BioThermal Limited
COOL & CURVE DESIGN	5013670	8/2/2016	Peli BioThermal Limited
COOL LOGISTICS	5214454	5/30/2017	Peli BioThermal Limited
COOLGUARD	6065228	5/26/2020	Peli BioThermal Limited
COOLPALL	5013737	8/2/2016	Peli BioThermal Limited
COOLPALL	4617890	10/7/2014	Peli BioThermal Limited
COOLPALL (Stylized & Design)	4898521	2/9/2016	Peli BioThermal Limited
CORRECT COLOR	5936363	12/17/2019	Pelican Products, Inc.
CRĒDO	4536599	5/27/2014	Pelican BioThermal LLC
CRĒDO	3579237	2/24/2009	Pelican BioThermal LLC
CRĒDO & 3D Cube Design	3582644	3/3/2009	Pelican BioThermal LLC
CREDO (Stylized & 3D Cube Design)	4942350	4/19/2016	Pelican BioThermal LLC
CRĒDO CUBE	3824728	7/27/2010	Pelican BioThermal LLC
CRĒDO CUBE (Stylized & 3D Cube Design)	3824727	7/27/2010	Pelican BioThermal LLC
CRĒDO CUBE (Stylized & Cube Design)	4961112	5/17/2016	Pelican BioThermal LLC
CRĒDO DURACUBE	4265750	12/25/2012	Pelican BioThermal LLC
CREDO PROENVISION	4939655	4/19/2016	Pelican BioThermal LLC
CRĒDO PROMED	5995251	2/25/2020	Pelican BioThermal LLC
CRĒDO XTREME	3932483	3/15/2011	Pelican BioThermal LLC
DEEPFREEZE	6176909	10/13/2020	Pelican Nanocool Holdings, LLC
DEFY THE ELEMENTS	2728001	6/17/2003	Pelican Products, Inc.
Design Case 1600	2608696	8/20/2002	Pelican Products, Inc.
DOUBLE DUTY	3238305	5/1/2007	Pelican Products, Inc.
Dual Flying Pelican Logo (v.1)	2245585	5/18/1999	Pelican Products, Inc.

Mark	Registration Number	Registration Date	Owner of Record
Faceted Flashlight Design	3075075	4/4/2006	Pelican Products, Inc.
FLIGHTLINE SERIES	6081932	6/16/2020	Pelican Products, Inc.
GOLDEN HOUR	4566876	7/15/2014	Pelican BioThermal LLC
GOLDEN HOUR	2905775	11/30/2004	Pelican BioThermal LLC
HARDBACK	3249658	6/5/2007	Pelican Products, Inc.
HARDIGG	4082307	1/10/2012	Pelican Products, Inc.
HARDIGG	2083614	7/29/1997	Pelican Products, Inc.
HARDIGG BLACK BOX & Design	3599037	3/31/2009	Pelican Products, Inc.
HARDIGG CASES	2693139	3/4/2003	Pelican Products, Inc.
HARDIGG TL500i	3283692	8/21/2007	Pelican Products, Inc.
HEADSUP LITE	2173711	7/14/1998	Pelican Products, Inc.
HPX	2748356	8/5/2003	Pelican Products, Inc.
KINGLITE	3530509	11/11/2008	Pelican Products, Inc.
L1	3087520	5/2/2006	Pelican Products, Inc.
LIGHT LIFT	6029316	4/7/2020	Pelican Products, Inc.
LITTLE ED	2974280	7/19/2005	Pelican Products, Inc.
MAC RACK	3771992	4/6/2010	Pelican Products, Inc.
MINNESOTA THERMAL SCIENCE	5041884	9/13/2016	Pelican BioThermal LLC
MITYLITE	1911248	8/15/1995	Pelican Products, Inc.
MOBILE ARMORY	3408095	4/8/2008	Pelican Products, Inc.
MOBILE IT	4927073	3/29/2016	Pelican Products, Inc.
MOBILE IT	3671130	8/18/2009	Pelican Products, Inc.
MOBILE MASTER	3086338	4/25/2006	Pelican Products, Inc.
MOBILE MEDICAL	3671129	8/18/2009	Pelican Products, Inc.
MOBILE OFFICE	3589315	3/10/2009	Pelican Products, Inc.
NANOCOOL	2971189	7/19/2005	Pelican Nanocool Holdings LLC
NEMO	2646538	11/5/2002	Pelican Products, Inc.
PELI	5066676	10/25/2016	Pelican Products, Inc.
PELI BIOTHERMAL	5401936	2/13/2018	Pelican Products, Inc.
Peli Logo	3039521	1/10/2006	Pelican Products, Inc.
PELICAN	5016969	8/9/2016	Pelican Products, Inc.
PELICAN	3756372	3/9/2010	Pelican Products, Inc.
PELICAN	2240096	4/20/1999	Pelican Products, Inc.
PELICAN	2227063	3/2/1999	Pelican Products, Inc.
PELICAN & Dual Flying Pelican Logo	5994508	2/25/2020	Pelican Products, Inc.

Mark	Registration Number	Registration Date	Owner of Record
PELICAN BIOTHERMAL	5252026	7/25/2017	Pelican Products, Inc.
PELICAN BIOTHERMAL	5251502	7/25/2017	Pelican Products, Inc.
PELICAN GO	6048260	3/5/2020	Pelican Products, Inc.
Pelican Logo (v.2)	3056945	2/7/2006	Pelican Products, Inc.
PELICAN RUCK	6048261	5/5/2020	Pelican Products, Inc.
PELICAN-HARDIGG	3990155	7/5/2011	Pelican Products, Inc.
PELILITE	1278854	5/22/1984	Pelican Products, Inc.
PICK N PLUCK	2686435	2/11/2003	Pelican Products, Inc.
SABRELITE	1288867	8/7/1984	Pelican Products, Inc.
SHUTTLE	6316418	4/6/2021	Pelican Nanocool Holdings LLC
SKID-MATE	1140798	10/28/1980	Pelican Products, Inc.
SKID-MATE+PLUS	1401180	7/15/1986	Pelican Products, Inc.
STEALTHLITE	2246875	5/25/1999	Pelican Products, Inc.
STORM CASE	4082408	1/10/2012	Pelican Products, Inc.
STORM CASE	2751218	8/12/2003	Pelican Products, Inc.
STORM CASE	2670087	12/31/2002	Pelican Products, Inc.
Storm Case Logo	4082407	1/10/2012	Pelican Products, Inc.
STORM LOGO DESIGN	3055053	1/31/2006	Pelican Products, Inc.
SUPERMAC	3485639	8/12/2008	Pelican Products, Inc.
TANK MATE	3332248	11/6/2007	Pelican Products, Inc.
TEST THE LIMITS	5215093	5/30/2017	Pelican Products, Inc.
TIC	5065356	10/18/2016	Pelican BioThermal LLC
TIC	3366787	1/8/2008	Pelican BioThermal LLC
TREKPAK	4790987	8/11/2015	Pelican Products, Inc.
TREKPAK (Stylized & Design in Color)	4914055	3/8/2016	Pelican Products, Inc.
VERSABRITE	2197909	10/20/1998	Pelican Products, Inc.
VORTEX	2952209	5/17/2005	Pelican Products, Inc.
YOU BREAK IT, WE REPLACE IT...FOREVER	5322146	10/31/2017	Pelican Products, Inc.

Trademark Applications:

Mark	Application Number	Application Date	Owner of Record
PELI BIOTHERMAL SCHOOL OF COOL	90/858953	7/30/2021	Pelican Products, Inc.
PELICAN	88/751772	1/8/2020	Pelican Products, Inc.
PRESS & PULL	90/112799	8/13/2020	Pelican Products, Inc.