

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM455750

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MASTER CUTLERY, LLC		12/22/2017	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	AVIDBANK
Street Address:	1732 North 1st Street, 6th Floor
City:	SAN JOSE
State/Country:	CALIFORNIA
Postal Code:	95112
Entity Type:	Banking Corporation: CALIFORNIA

PROPERTY NUMBERS Total: 29

Property Type	Number	Word Mark
Registration Number:	5249584	ELK RIDGE EVOLUTION
Registration Number:	5249576	TAC-FORCE EVOLUTION
Registration Number:	5249575	MTECH USA EVOLUTION
Registration Number:	5193692	SHERIFF
Registration Number:	4854965	M MASTER CUTLERY
Registration Number:	4854962	TEN RYU
Registration Number:	4850395	FEMME FATALE
Registration Number:	5111886	EMT
Registration Number:	4865361	SURVIVOR
Registration Number:	4834652	TAC-FORCE
Registration Number:	4528465	DARK SIDE BLADES
Registration Number:	4562648	BALLISTIC
Registration Number:	4424824	Z HUNTER
Registration Number:	4553451	FIRE FIGHTER
Registration Number:	4097294	SPECIAL ISSUE
Registration Number:	4097293	FIRE & RESCUE TEAM
Registration Number:	4097292	SHERIFF
Registration Number:	4097291	EMT
Registration Number:	3873536	JUNGLE MASTER

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3971721	PERFECT POINT
Registration Number:	3291013	MTECH USA XTREME
Registration Number:	3283089	MASTER USA
Registration Number:	3176606	RYUMON
Registration Number:	3065957	MTECH USA
Registration Number:	2994827	UTILITY MASTER
Registration Number:	2941807	TOP CHEF
Registration Number:	3982341	ELITE TACTICAL
Registration Number:	3214585	ELK RIDGE
Registration Number:	3185032	LED GEAR

CORRESPONDENCE DATA

Fax Number: 4045725100

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: 4045723408

Email: mramic@kslaw.com

Correspondent Name: Mia Ramic King and Spalding

Address Line 1: 1180 Peachtree Street NE

Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER: 25091.015007

NAME OF SUBMITTER: /s/ Mia Ramic

SIGNATURE: /s/ Mia Ramic

DATE SIGNED: 12/22/2017

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "*Trademark Security Agreement*") is made this 22nd day of December, 2017, by and between the Grantor listed on the signature pages hereof (the "*Grantor*") and AVIDBANK, a California banking corporation ("*Bank*").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of December 22, 2017 (as amended, restated, supplemented, or otherwise modified from time to time, the "*Credit Agreement*") by and between Master Cutlery, LLC, a Delaware limited liability company (the "*Borrower*"), and Bank, Bank agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, Bank is willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor 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, the Grantor is 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, the 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.** The 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 the 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 hereto;

(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 the 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 secure 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 Grantor to Bank, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving the 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. The 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 the Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. The Grantor 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 the Grantor's obligations under this Section, the Grantor hereby authorizes Bank unilaterally to modify this Trademark Security Agreement by amending Schedule I hereto to include any such new trademark rights of the Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I hereto shall in any way affect, invalidate or detract from Bank's continuing security interest in all Collateral, whether or not listed on Schedule I hereto.

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 FOLLOWS]

Trademark Security Agreement

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.

GRANTOR:

MASTER CUTLERY, LLC,
a Delaware limited liability company

By: 

Name: Dennis Leary

Title: Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006235 FRAME: 0447

BANK:

AVIDBANK,
a California banking corporation

By: 


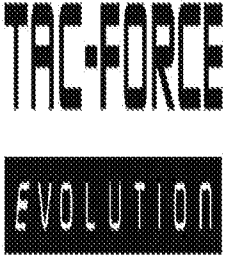



Name: Jon Krogstad

Title: Senior Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006235 FRAME: 0448







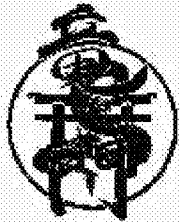


SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Master Cutlery, LLC	United States	 The logo features a stylized elk head in profile on the left, with the words "Elk Ridge" in a script font to its right. Below this, the word "EVOLUTION" is written in a bold, sans-serif font inside a black rectangular box.	5249584	07/25/2017
Master Cutlery, LLC	United States	 The logo consists of the words "TAC-FORCE" in a large, bold, blocky sans-serif font. Below it, the word "EVOLUTION" is written in a smaller, bold, sans-serif font inside a black rectangular box.	5249576	07/25/2017
Master Cutlery, LLC	United States	 The logo features the word "MTech" in a large, bold, italicized sans-serif font. Below it, "USA" is written in a smaller, bold, sans-serif font. At the bottom, the word "EVOLUTION" is written in a bold, sans-serif font inside a black rectangular box.	5249575	07/25/2017
Master Cutlery, LLC	United States	 The word "SHERIFF" is written in a bold, blocky, sans-serif font.	5193692	05/02/2017
Master Cutlery, LLC	United States	 The logo features a stylized "M" and "C" intertwined. To the right of this symbol, the words "MASTER CUTLERY" are written in a bold, sans-serif font, with "MASTER" on the top line and "CUTLERY" on the bottom line.	4854965	11/17/2015





Trademark Security Agreement

Master Cutlery, LLC	United States		4854962	11/17/2015
Master Cutlery, LLC	United States	FEMME FATALE	4850395	11/10/2015
Master Cutlery, LLC	United States	EMT	5111886	01/03/2017
Master Cutlery, LLC	United States	SURVIVOR	4865361	12/08/2015
Master Cutlery, LLC	United States	TAC-FORCE	4834652	10/20/2015
Master Cutlery, LLC	United States	DARK SIDE BLADES	4528465	05/13/2014
Master Cutlery, LLC	United States	BALLISTIC	4562648	07/08/2014
Master Cutlery, LLC	United States	Z HUNTER	4424824	10/29/2013
Master Cutlery, LLC	United States	Fire Fighter	4553451	06/17/2014
Master Cutlery, LLC	United States	Special Issue	4097294	02/07/2012
Master Cutlery, LLC	United States	Fire & Rescue Team	4097293	02/07/2012

Trademark Security Agreement

Master Cutlery, LLC	United States		4097292	02/07/2012
Master Cutlery, LLC	United States		4097291	02/07/2012
Master Cutlery, LLC	United States		3873536	11/09/2010
Master Cutlery, LLC	United States		3971721	05/31/2011
Master Cutlery, LLC	United States		3291013	09/11/2007
Master Cutlery, LLC	United States		3283089	08/21/2007
Master Cutlery, LLC	United States		3176606	11/28/2006
Master Cutlery, LLC	United States		3065957	03/07/2006
Master Cutlery, LLC	United States		2994827	09/13/2005

Trademark Security Agreement

Master Cutlery, LLC	United States		2941807	04/19/2005
Master Cutlery, LLC	United States		3982341	06/21/2011
Master Cutlery, LLC	United States		3214585	03/06/2007
Master Cutlery, LLC	United States		3185032	12/12/2006

Trade Names

None.

Common Law Trademarks

None.

Trademarks Not Currently In Use

None.

Trademark Licenses

Trademark License Agreement by and between Master Cutlery, LLC and the United States Marine Corps.

Trademark Security Agreement