

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Quartermaster, LLC		08/28/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA	
Name:	Bank of Montreal, as agent
Street Address:	111 W. Monroe
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	Canadian chartered bank acting through its Chicago branch: CANADA

PROPERTY NUMBERS Total: 2		
Property Type	Number	Word Mark
Registration Number:	3621428	LAW PRO
Registration Number:	2480445	LAWPRO

CORRESPONDENCE DATA	
Fax Number:	3125585700
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	312 558-6352
Email:	lkonrath@winston.com
Correspondent Name:	Laura Konrath
Address Line 1:	35 W Wacker Drive
Address Line 2:	Winston & Strawn LLP, Suite 4200
Address Line 4:	Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	13757-19
NAME OF SUBMITTER:	Laura Konrath

CH \$65.00 3621428

Signature:	/Laura Konrath/
Date:	08/28/2013
Total Attachments: 3 source=BMO_Galls_quartermasterSecurity_Interest_#page1.tif source=BMO_Galls_quartermasterSecurity_Interest_#page2.tif source=BMO_Galls_quartermasterSecurity_Interest_#page3.tif	

NOTICE OF GRANT OF A SECURITY INTEREST -- TRADEMARKS

This NOTICE OF GRANT OF A SECURITY INTEREST - TRADEMARKS (this “Notice of Grant of a Security Interest Trademarks”) is made as of August 28, 2013, by QUARTERMASTER, LLC (“Grantor”), in favor of BANK OF MONTREAL, in its capacity as Administrative Agent for itself and the other Credit Parties (together with its successors and assigns in such capacity, “Grantee”).

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated August 28, 2013 (as amended, restated, supplemented, modified or otherwise changed from time to time, the “Security Agreement”), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Credit Parties, a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks (other than intent-to-use trademark applications that constitute Excluded Property), together with, among other things, the goodwill of the business symbolized by the Trademarks, including as set forth on Schedule A hereto (the “Collateral”), to secure the payment, performance and observance of the Secured Obligations.

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, the Grantor hereby pledges to the Grantee and grants to the Grantee, for the benefit of the Credit Parties, a continuing security interest in the Collateral.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

The 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.

This Notice of Grant of a Security Interest - Trademarks 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.

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IN WITNESS WHEREOF, the Grantor has caused this Notice of Grant of a Security Interest - Trademarks to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

QUARTERMASTER, LLC

By: 

Name: R. Michael Andrews

Title: Chief Financial Officer, Treasurer and Secretary

SCHEDULE A TO GRANT OF A SECURITY INTEREST

Trademark Registrations and Applications

Borrower	Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date
Quartermaster, LLC	LAW PRO and Design	US Federal	77-256844 August 16, 2007	3,621,428 May 19, 2009
	LAW PRO	US Federal	75-623526 January 19, 1999	2,480,445 August 21, 2001