

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
E-One, Inc.		10/21/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Deutsche Bank AG New York Branch, as Revolving Collateral Agent
Street Address:	60 Wall Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10006
Entity Type:	Banking Corporation: GERMANY

PROPERTY NUMBERS Total: 26		
Property Type	Number	Word Mark
Registration Number:	1137768	EMERGENCY ONE
Registration Number:	1300325	THE TITAN
Registration Number:	1458984	E-ONE
Registration Number:	1466258	HUSH
Registration Number:	1886449	FIRE LOCKER
Registration Number:	1894597	SENTRY
Registration Number:	2332172	HURRICANE
Registration Number:	2360240	CYCLONE
Registration Number:	2414756	SIDESTACKER
Registration Number:	2415206	AMERICA'S FIRETRUCK
Registration Number:	2426857	SUPER TILLER V-MAX CAB
Registration Number:	2432678	RHINO
Registration Number:	2580867	GATOR GRIP
Registration Number:	2660305	TYPHOON

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Registration Number:	2844955	SAULSBURY
Registration Number:	3028462	TRADITION
Registration Number:	3189899	EZ-ONE
Registration Number:	3370108	THE QUEST
Registration Number:	3496858	COMMS-ONE
Registration Number:	3565108	THE TITAN FORCE
Registration Number:	3613387	CREWGUARD
Registration Number:	3758350	SYNERGY
Registration Number:	4026089	EMAX
Registration Number:	4028598	EMAX
Registration Number:	4383980	ECO-LOGIC
Serial Number:	85825769	INTEGRAL TORQUE BOX CHASSIS

CORRESPONDENCE DATA

Fax Number: 2123548113
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 212 819-8200
Email: iprecordations@whitecase.com
Correspondent Name: Matthew Campion/White & Case LLP
Address Line 1: 1155 Avenue of the Americas
Address Line 2: Patent & Trademark Dept.
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	1111779-5981
NAME OF SUBMITTER:	Matthew Campion
Signature:	/Matthew Campion/
Date:	10/22/2013

Total Attachments: 5
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GRANT OF SECURITY INTEREST IN TRADEMARKS

GRANT OF SECURITY INTEREST IN TRADEMARKS (this “Trademark Security Agreement”), dated as of October 21, 2013, by E-ONE, INC. (the “Grantor”), in favor of DEUTSCHE BANK AG NEW YORK BRANCH, as Revolving Collateral Agent, for the benefit of the Revolving Secured Parties.

W I T N E S S E T H :

WHEREAS, Grantor entered into that certain Pledge and Security Agreement, dated as of October 21, 2013, among E-ONE, INC., a Delaware corporation, EACH OF THE OTHER GRANTORS FROM TIME TO TIME PARTY THERETO and DEUTSCHE BANK AG NEW YORK BRANCH, as Revolving Collateral Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “Revolving Security Agreement”);

WHEREAS, Grantor is required to execute and deliver to the Revolving Collateral Agent this Trademark Security Agreement for the benefit of the Revolving Secured Parties.

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

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Revolving Security Agreement.

2. **GRANT OF SECURITY INTEREST.** Grantor hereby grants to the Revolving Collateral Agent, for the benefit of the Revolving Secured Parties, a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under any Trademarks (collectively, the “Trademark Collateral”), along with all goodwill associated therewith, whether now owned or existing or hereafter acquired or arising and wherever located, including those Trademarks set forth in Schedule I, provided that no security interest therein is granted on any “intent to use” Trademark applications until such time as an amendment to allege use or statement of use in respect thereof has been accepted by the United States Patent and Trademark Office, at which time such Trademark shall cease to be excluded from the Trademark Collateral hereunder.

3. **REVOLVING SECURITY AGREEMENT.** The security interests granted pursuant to this Trademark Security Agreement are granted in furtherance, not in limitation, of the security interests granted to the Revolving Collateral Agent, for the benefit of the Revolving Secured Parties, pursuant to the Revolving Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Revolving Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Revolving 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 Revolving Security Agreement, the provisions of the Revolving Security Agreement shall control.

4. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

5. TERMINATION OR RELEASE. This Trademark Security Agreement shall terminate and the security interests granted hereby shall be automatically released in accordance with the provisions of Section 10 of the Revolving Security Agreement.

6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

7. INTERCREDITOR AGREEMENT. Notwithstanding anything to the contrary contained in this Trademark Security Agreement, the liens and security interests (and priority of such liens and security interests) granted to the Revolving Collateral Agent in any Trademark Collateral that constitutes Notes Priority Collateral pursuant to this Trademark Security Agreement and the exercise of any right or remedy against the Notes Priority Collateral by the Revolving Collateral Agent hereunder are subject to the limitations and provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, 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.

E-ONE, INC.,
Grantor


By 
Name: Hans Heinsen
Title: Treasurer

[Signature page to DB-ASF Trademark Grant in Security Interest]

ACCEPTED AND ACKNOWLEDGED BY:

DEUTSCHE BANK AG NEW YORK BRANCH,
as Revolving Collateral Agent and Grantee

By 
Name: Michael Getz
Title: Vice President

By 
Name:
Title: Lisa Wong
Vice President

[Signature page to DB-ASV Trademark Grant in Security Interest]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK APPLICATIONS, REGISTRATIONS AND LICENSES

UNITED STATES TRADEMARKS:

Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
E-ONE, Inc.	1,137,768	EMERGENCY ONE (standard character mark)
E-ONE, Inc.	1,300,325	THE TITAN (standard character mark)
E-ONE, Inc.	1,458,984	E-ONE and Design
E-ONE, Inc.	1,466,258	HUSH (standard character mark)
E-ONE, Inc.	1,886,449	FIRE LOCKER (standard character mark)
E-ONE, Inc.	1,894,597	SENTRY and Design
E-ONE, Inc.	2,332,172	HURRICANE (standard character mark)
E-ONE, Inc.	2,360,240	CYCLONE (standard character mark)
E-ONE, Inc.	2,414,756	SIDESTACKER (standard character mark)
E-ONE, Inc.	2,415,206	AMERICA'S FIRETRUCK (standard character mark)
E-ONE, Inc.	2,426,857	SUPER TILLER V-MAX CAB (standard character mark)
E-ONE, Inc.	2,432,678	RHINO and Design
E-ONE, Inc.	2,580,867	GATOR GRIP (standard character mark)
E-ONE, Inc.	2,660,305	TYPHOON (standard character mark)
E-ONE, Inc.	2,844,955	SAULSBURY (standard character mark)
E-ONE, Inc.	3,028,462	TRADITION (standard character mark)
E-ONE, Inc.	3,189,899	EZ-ONE (standard character mark)
E-ONE, Inc.	3,370,108	THE QUEST (standard character mark)
E-ONE, Inc.	3,496,858	COMMS-ONE (standard character mark)
E-ONE, Inc.	3,565,108	THE TITAN FORCE (standard character mark)
E-ONE, Inc.	3,613,387	CREWGUARD (standard character mark)
E-ONE, Inc.	3,758,350	SYNERGY (standard character mark)
E-ONE, Inc.	4,026,089	eMAX (stylized)
E-ONE, Inc.	4,028,598	eMAX (standard character mark)
E-ONE, Inc.	4,383,980	Eco-Logic

Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
E-ONE, Inc.	85/825,769	Integral Torque Box Chassis