

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM300332

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien Grant of Security Interest in Trademark Rights

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
D B Industries, LLC, as Grantor		03/27/2014	LIMITED LIABILITY COMPANY: MINNESOTA

RECEIVING PARTY DATA

Name:	Morgan Stanley Senior Funding, Inc., as Collateral Agent
Street Address:	1300 Thames Street
Internal Address:	Thames Street Wharf
City:	Baltimore
State/Country:	MARYLAND
Postal Code:	21231
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 50

Property Type	Number	Word Mark
Registration Number:	2462238	ADJUST-A-NET
Registration Number:	2725317	BEAMDOG
Registration Number:	3640743	BORDER GUARD
Serial Number:	85949287	CAPITAL
Serial Number:	85744090	CAPITAL SAFETY
Registration Number:	2535233	COBRA
Registration Number:	2467512	COMPLIANCE IN A CAN
Registration Number:	3999965	CYNCH-LOK
Registration Number:	1393858	DBI/SALA
Registration Number:	3118258	DELTA
Registration Number:	3699901	DELTA VEST
Registration Number:	3891190	DUO-LOK
Registration Number:	1324172	E Z STOP
Registration Number:	3875743	EXO TECH
Registration Number:	2732956	EXOFIT
Registration Number:	3779239	EXOFIT NEX
Registration Number:	2917429	EZ STOP
Registration Number:	3415264	EZ-LINE

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3909134	FAST-LINE
Registration Number:	2466589	FIRST
Registration Number:	2344956	FIRST-MAN-UP
Registration Number:	3706115	FLEXIGUARD
Registration Number:	4222559	FLEXIGUARD
Registration Number:	2309247	FORCE 2
Registration Number:	2307557	GLYDER
Registration Number:	2359615	IRON WING
Serial Number:	86115590	I-SAFE
Registration Number:	3393319	I-SAFE
Serial Number:	86115708	ISAFE
Registration Number:	3386786	ISAFE
Registration Number:	2985149	LAD-SAF
Registration Number:	1026608	LAD-SAF
Registration Number:	3493674	MOBI-LOK
Registration Number:	4150766	NANO-LOK
Registration Number:	2976961	NETWORKS
Registration Number:	2698512	RAILDOG
Registration Number:	2909305	REBEL
Registration Number:	2993387	RETRAX
Registration Number:	3842988	REVOLVER
Registration Number:	1993377	ROLLGLISS
Registration Number:	1131224	ROLLGLISS
Registration Number:	2500663	SALA
Registration Number:	2973566	SALA
Registration Number:	1506946	SALALIFT
Registration Number:	2170654	SECURASPAN
Registration Number:	2374493	SHOCKWAVE2
Registration Number:	2458279	TALON
Registration Number:	3891191	TECH-LITE
Registration Number:	1904288	ULTRA-LOK
Registration Number:	2826558	WRAPBAX

CORRESPONDENCE DATA

Fax Number: 3026365454

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 800-927-9801 x 62348

Email: jpaterso@cscinfo.com

Correspondent Name: Corporation Service Company

TRADEMARK

REEL: 005251 FRAME: 0650

Address Line 1: 1090 Vermont Avenue NW, Suite 430
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER: 075711

NAME OF SUBMITTER: Jean Paterson

SIGNATURE: /jep/

DATE SIGNED: 04/04/2014

Total Attachments: 7

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SECOND LIEN GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), dated as of March 27, 2014, is made by D B Industries, LLC (the “Grantor”), in favor of Morgan Stanley Senior Funding, Inc., as collateral agent (the “Collateral Agent”) for the several banks and other financial institutions (the “Lenders”) from time to time parties to the Second Lien Credit Agreement, dated as of March 27, 2014 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among Capital Safety Global Holdings Limited, a limited liability company organized under the laws of England and Wales (“Holdings”), Capital Safety Acquisitions Limited, a limited liability company organized under the laws of England and Wales (“Intermediate Holdco”), Capital Safety North America Holdings Inc., a Delaware corporation (the “Borrower”), the Lenders party thereto and the Collateral Agent.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make loans to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, Grantor, the Borrower, Holdings, Intermediate Holdco and certain Subsidiaries party thereto, have executed and delivered a Second Lien Security Agreement, dated as of March 27, 2014, in favor of the Collateral Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, Grantor has pledged and granted to the Collateral Agent for the benefit of the Collateral Agent and the Secured Parties a continuing security interest in all Intellectual Property, including the Trademarks; and

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make loans, Grantor agrees, for the benefit of the Collateral Agent, on behalf of the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.
2. Grant of Security Interest. Grantor hereby grants a security interest in all of Grantor’s right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto), including the goodwill associated with such Trademarks and the right to receive all Proceeds therefrom (collectively, the “Collateral”), to the Collateral Agent for the benefit of the Secured Parties to secure the payment and performance of the Obligations; provided that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of Grantor’s “intent to use” such trademarks or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed under 15 U.S.C. §1051 and accepted by the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.
3. Purpose. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Collateral Agent, for the benefit of the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The

Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

5. Counterparts. This Agreement may be executed in counterparts (including by facsimile or other electronic transmission), each of which will be deemed an original, but all of which together constitute one and the same original.

6. Governing Law: This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

7. Intercreditor Agreement. Notwithstanding anything herein to the contrary, (i) the liens and security interests granted to the Collateral Agent pursuant to this Agreement are expressly subject and subordinate to the liens and security interests granted in favor of the Senior Secured Parties (as defined in the Intercreditor Agreement referred to below), including liens and security interests granted to UBS AG, STAMFORD BRANCH, as collateral agent, pursuant to or in connection with the Credit Agreement, dated as of March 27, 2014 (as amended, restated, supplemented or otherwise modified from time to time), among CAPITAL SAFETY GLOBAL HOLDINGS LIMITED, a limited liability company incorporated under the laws of England and Wales, CAPITAL SAFETY ACQUISITIONS LIMITED, a limited liability company incorporated under the laws of England and Wales, and CAPITAL SAFETY NORTH AMERICA HOLDINGS INC., the lenders from time to time party thereto and UBS AG, STAMFORD BRANCH, as administrative agent and collateral agent, and the other parties thereto, and (ii) the exercise of any right or remedy by the Collateral Agent hereunder is subject to the limitations and provisions of the Second Lien Intercreditor Agreement dated as of March 27, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), among UBS AG, STAMFORD BRANCH, as Collateral Agent, MORGAN STANLEY SENIOR FUNDING, INC., as Initial Second Priority Representative, and the other parties party thereto. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Agreement, the terms of the Intercreditor Agreement shall govern and control.

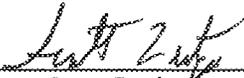
Any requirement of this Agreement to deliver Collateral to the Collateral Agent prior to the Discharge of Credit Agreement Obligations (as defined in the Intercreditor Agreement) shall be deemed satisfied by delivery of such Collateral to the First Lien Collateral Agent (as defined in the Credit Agreement).

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

D B INDUSTRIES, LLC,
as Grantor

By:



Name: Scott Lutjen
Title: Chief Financial Officer

MORGAN STANLEY SENIOR FUNDING, INC.,
as Collateral Agent

By: *Olalekan J. Lawal*
Name: Olalekan J. Lawal
Title: Authorized Signatory

SCHEDULE A

U.S. Trademark Registrations and Applications

Mark	Application Number	Registration Number	Status	Current Owner
ADJUST-A-NET	75/569902	2462238	Registered	D B Industries, LLC
BEAMDOG	76/249514	2725317	Registered	D B Industries, LLC
BORDER GUARD	77/415472	3640743	Registered	D B Industries, LLC
CAPITAL & Design	85/949287		Filed	D B Industries, LLC
CAPITAL SAFETY & Design	85/744090		Filed	D B Industries, LLC
COBRA	75/632372	2535233	Registered	D B Industries, LLC
COMPLIANCE IN A CAN	75/943748	2467512	Registered	D B Industries, LLC
CYNCH-LOK	85/108651	3999965	Registered	D B Industries, LLC
DBI/SALA & Design	73/530968	1393858	Registered	D B Industries, LLC
DELTA	78/513066	3118258	Registered	D B Industries, LLC
DELTA VEST	77/490792	3699901	Registered	D B Industries, LLC
DUO-LOK	77/844408	3891190	Registered	D B Industries, LLC
E Z STOP & Design	73/444305	1324172	Registered	D B Industries, LLC
EXO TECH	77/850425	3875743	Registered	D B Industries, LLC
EXOFIT	76/265229	2732956	Registered	D B Industries, LLC
EXOFIT NEX	77/673270	3779239	Registered	D B Industries, LLC
EZ STOP	78/349889	2917429	Registered	D B Industries, LLC
EZ-LINE	77/097907	3415264	Registered	D B Industries, LLC
FAST-LINE	77/882587	3909134	Registered	D B Industries, LLC
FIRST	75/822300	2466589	Registered	D B Industries, LLC

Mark	Application Number	Registration Number	Status	Current Owner
FIRST-MAN-UP	75/608723	2344956	Registered	D B Industries, LLC
FLEXIGUARD	77/401229	3706115	Registered	D B Industries, LLC
FLEXIGUARD	85/234610	4222559	Registered	D B Industries, LLC
FORCE 2	75/608443	2309247	Registered	D B Industries, LLC
GLYDER	75/608707	2307557	Registered	D B Industries, LLC
IRON WING	75/608104	2359615	Registered	D B Industries, LLC
I-SAFE	86/115590		Filed	D B Industries, LLC
I-SAFE	78/893200	3393319	Registered	D B Industries, LLC
ISAFE & Design	86/115708		Filed	D B Industries, LLC
ISAFE & Design	78/897785	3386786	Registered	D B Industries, LLC
LAD-SAF	78/349852	2985149	Registered	D B Industries, LLC
LAD-SAF	73/022581	1026608	Registered	D B Industries, LLC
MOBI-LOK	77/261748	3493674	Registered	D B Industries, LLC
NANO-LOK	85/084295	4150766	Registered	D B Industries, LLC
NETWORKS	76/415370	2976961	Registered	D B Industries, LLC
RAILDOG	76/249196	2698512	Registered	D B Industries, LLC
REBEL	78/292935	2909305	Registered	D B Industries, LLC
RETRAX	78/423209	2993387	Registered	D B Industries, LLC
REVOLVER	77/844386	3842988	Registered	D B Industries, LLC
ROLLGLISS	74/718288	1993377	Registered	D B Industries, LLC
ROLLGLISS	73/107132	1131224	Registered	D B Industries, LLC
SALA	75/508593	2500663	Registered	D B Industries, LLC

[Second Lien Grant of Security Interest in Trademark Rights]

Mark	Application Number	Registration Number	Status	Current Owner
SALA	78/280378	2973566	Registered	D B Industries, LLC
SALALIFT	73/714708	1506946	Registered	D B Industries, LLC
SECURASPAN	75/010244	2170654	Registered	D B Industries, LLC
SHOCKWAVE2	75/608708	2374493	Registered	D B Industries, LLC
TALON	75/726736	2458279	Registered	D B Industries, LLC
TECH-LITE	77/844429	3891191	Registered	D B Industries, LLC
ULTRA-LOK	74/545093	1904288	Registered	D B Industries, LLC
WRAPBAX	78/177468	2826558	Registered	D B Industries, LLC

Material Inbound Exclusive License in U.S. Trademarks

None.

[Second Lien Grant of Security Interest in Trademark Rights]