

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM323865

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Checkers Industrial Products, LLC		11/20/2014	LIMITED LIABILITY COMPANY: COLORADO
RECEIVING PARTY DATA			
Name:	Madison Capital Funding LLC, as Agent		
Street Address:	30 S. Wacker Dr., Ste 3700		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 23			
Property Type	Number	Word Mark	
Serial Number:	86352630	GORILLA WARNING WHIPS	
Serial Number:	86352629	GORILLA WHIPS	
Registration Number:	4434131	GRIP GUARD	
Registration Number:	3970752	ASK FOR THE ORIGINAL . . . ASK FOR THE B	
Registration Number:	3981140	ASK FOR THE ORIGINAL	
Registration Number:	3490637	SIDE-KICK	
Registration Number:	3215666	FASTLANE	
Registration Number:	3327259	AMS	
Registration Number:	3327232	HOURGLASS	
Registration Number:	3327229	YELLOW JACKET AMS	
Registration Number:	3617541	CROSSFIRE	
Registration Number:	3036792	CROSS-LINK	
Registration Number:	3014126	GUARD DOG	
Registration Number:	3061144	CROSS-GUARD	
Registration Number:	3169403	POWERBACK	
Registration Number:	3768254	BARRIERFREE AMS	
Registration Number:	2709259	BUMBLE BEE	
Registration Number:	2399584	HIPERTHANE	
Registration Number:	2310828	YJ	
TRADEMARK			

OP \$590.00 86352630

Property Type	Number	Word Mark
Registration Number:	2659754	DIAMONDBACK
Registration Number:	2496496	LINEBACKER
Registration Number:	2003057	YELLOW JACKET
Registration Number:	1510150	CHECKERS

CORRESPONDENCE DATA

Fax Number: 3128637867
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: 312-863-7267
Email: jaclyn.digrande@goldbergekohn.com
Correspondent Name: Jaclyn Di Grande - Paralegal
Address Line 1: Goldberg Kohn Ltd.
Address Line 2: 55 E Monroe St., Ste 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	4975.320
NAME OF SUBMITTER:	Jaclyn Di Grande
SIGNATURE:	/jaclyn di grande/
DATE SIGNED:	11/20/2014

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of November 20, 2014, by the undersigned ("Grantor"), in favor of MADISON CAPITAL FUNDING LLC ("Agent"), as Agent for all Lenders (as hereinafter defined).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of even date herewith by and among Checkers Industrial Products, LLC, a Colorado limited liability company, Rimstar, LLC, a Colorado limited liability company, and Peterson Systems International, Inc., a Utah corporation, as Borrowers, Agent and the financial institutions ("Lenders") from time to time party thereto (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Agent and Lenders have agreed to make Loans and to issue Letters of Credit for the benefit of Grantor;

WHEREAS, Agent and Lenders are willing to make the Loans and to issue Letters of Credit as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Guarantee and Collateral Agreement dated as of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Collateral Agreement"); and

WHEREAS, pursuant to the Collateral Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, 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, 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 Collateral Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (exclusive of any below-mentioned licenses which, by their terms do not permit the assignment thereof, but solely to the extent that such anti-assignment provisions are effective under the Uniform Commercial Code) (collectively, the "Trademark Collateral"):


- (a) all of its registered Trademarks set forth on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) subject to the Collateral Agreement, all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (d) subject to the Collateral Agreement, all proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

3. COLLATERAL AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Collateral Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]


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.

CHECKERS INDUSTRIAL PRODUCTS, LLC

By:  _____
Name: Raymond Torres
Title: President, Chief Executive Officer and Secretary

ACCEPTED AND ACKNOWLEDGED BY:

MADISON CAPITAL FUNDING LLC,
as Agent

By: 

Name: Michael Nativi

Title: Director

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

U.S. TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Grantor	Trademark	Application/ Registration Number	Date of Application/Registration
CHECKERS INDUSTRIAL PRODUCTS, LLC	GORILLA WARNING WHIPS	86352630	7/30/14
CHECKERS INDUSTRIAL PRODUCTS, LLC	GORILLA WHIPS	86352629	7/30/14
CHECKERS INDUSTRIAL PRODUCTS, LLC	GRIP GUARD	4434131	11/12/13
CHECKERS INDUSTRIAL PRODUCTS, LLC	ASK FOR THE ORIGINAL...ASK FOR THE BEST!	3970752	5/31/11
CHECKERS INDUSTRIAL PRODUCTS, LLC	ASK FOR THE ORIGINAL	3981140	6/21/11
CHECKERS INDUSTRIAL PRODUCTS, LLC	SIDE-KICK	3490637	8/19/08
CHECKERS INDUSTRIAL PRODUCTS, LLC	FASTLANE	3215666	3/6/07
CHECKERS INDUSTRIAL PRODUCTS, LLC	AMS	3327259	10/30/07
CHECKERS INDUSTRIAL PRODUCTS, LLC	HOURGLASS	3327232	10/30/07
CHECKERS INDUSTRIAL PRODUCTS, LLC	YELLOW JACKET AMS	3327229	10/30/07
CHECKERS INDUSTRIAL PRODUCTS, LLC	CROSSFIRE	3617541	5/5/09
CHECKERS INDUSTRIAL PRODUCTS, LLC	CROSS-LINK	3036792	12/27/05
CHECKERS INDUSTRIAL PRODUCTS, LLC	GUARD DOG	3014126	11/08/05
CHECKERS INDUSTRIAL PRODUCTS, LLC	CROSS-GUARD	3061144	2/21/06
CHECKERS INDUSTRIAL PRODUCTS, LLC	POWERBACK	3169403	11/07/06
CHECKERS INDUSTRIAL PRODUCTS, LLC	BARRIERFREE AMS	3768254	3/30/10
CHECKERS INDUSTRIAL PRODUCTS, LLC	BUMBLE BEE	2709259	4/22/03
CHECKERS INDUSTRIAL PRODUCTS, LLC	HIPERTHANE	2399584	10/31/00
CHECKERS INDUSTRIAL PRODUCTS, LLC	YJ	2310828	1/25/00
CHECKERS INDUSTRIAL PRODUCTS, LLC	DIAMONDBACK	2659754	12/10/02

CHECKERS INDUSTRIAL PRODUCTS, LLC	LINEBACKER	2496496	10/09/01
CHECKERS INDUSTRIAL PRODUCTS, LLC	YELLOW JACKET	2003057	9/24/96
CHECKERS INDUSTRIAL PRODUCTS, LLC	CHECKERS	1510150	10/25/88

Signature Page to Trademark Security Agreement