

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM333777

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cramer Products, Inc.		02/27/2015	CORPORATION: KANSAS
RECEIVING PARTY DATA			
Name:	Ares Capital Corporation, as Agent		
Street Address:	245 Park Avenue, 44th Floor		
Internal Address:	c/o Ares Management		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	CORPORATION: MARYLAND		
PROPERTY NUMBERS Total: 40			
Property Type	Number	Word Mark	
Registration Number:	3304730	TFS	
Registration Number:	3309691	TFS	
Registration Number:	3304489	TFS	
Registration Number:	3413231	TRIGGER FINGER SOLUTION	
Registration Number:	3220782	MULTI-PHASE	
Registration Number:	3125975	CO-GRIP	
Registration Number:	2815211	A ACTIVE ANKLE	
Registration Number:	2813223	A ACTIVE ANKLE	
Registration Number:	3053128	DNS	
Registration Number:	2974371	DNS	
Registration Number:	2968698	DNS	
Registration Number:	2853996	A ACTIVE ANKLE	
Registration Number:	2830148	ACTIVE ANKLE	
Registration Number:	2830147	ACTIVE ANKLE	
Registration Number:	3729245	ACTIVE INNOVATIONS	
Registration Number:	3568423	VOLT	
Registration Number:	3568422	VOLT	
Registration Number:	3568401	VOLT	

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Property Type	Number	Word Mark
Registration Number:	2127981	A ACTIVE ANKLE
Registration Number:	1734604	ACTIVE ANKLE
Registration Number:	1882336	COSOM
Registration Number:	1578518	CRAMER
Registration Number:	1394191	FUN BALL
Registration Number:	1384922	SKIN-LUBE
Registration Number:	1218063	Q. D. A.
Registration Number:	0709153	STRAWBERRY
Registration Number:	0576532	DEXTROTABS
Registration Number:	0568042	CRAMERGESIC
Registration Number:	0557515	SUN GLARE
Registration Number:	0535897	THE FIRST AIDER
Registration Number:	0537781	FIRM GRIP
Registration Number:	0535365	ISO-QUIN
Registration Number:	0522098	TUF-SKIN
Registration Number:	0434451	NITROTAN
Registration Number:	0437692	RED HOT OINTMENT
Registration Number:	0527062	ATOMIC BALM
Registration Number:	3996203	THE FIRST AIDER
Serial Number:	72201825	CRAMER OF GARDNER, KANSAS
Serial Number:	72264914	CINDER SUDS
Serial Number:	72176891	FUNGOSPRAY

CORRESPONDENCE DATA

Fax Number: 3125774565

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: 312-577-8265

Email: kristin.brozovic@kattenlaw.com

Correspondent Name: Kristin Brozovic c/o Katten

Address Line 1: 525 W Monroe Street

Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	337285-38
NAME OF SUBMITTER:	Kristin Brozovic
SIGNATURE:	/Kristin Brozovic/
DATE SIGNED:	03/02/2015

Total Attachments: 6

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NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE AGENT PURSUANT TO OR IN CONNECTION WITH THIS TRADEMARK SECURITY AGREEMENT, THE TERMS OF THIS TRADEMARK SECURITY AGREEMENT, AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE AGENT HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT DATED AS OF FEBRUARY 27, 2015 (AS AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "INTERCREDITOR AGREEMENT"), BETWEEN GCI CAPITAL MARKETS LLC, AS THE FIRST LIEN AGENT AND ARES CAPITAL CORPORATION, AS THE SECOND LIEN AGENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS TRADEMARK SECURITY AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL CONTROL

TRADEMARK SECURITY AGREEMENT

(TRADEMARKS, TRADEMARK APPLICATIONS AND TRADEMARK LICENSES)

February 27, 2015

WHEREAS, Cramer Products, Inc., a Kansas corporation (herein referred to as "Grantor"), owns the Trademarks listed on Schedule 1 annexed hereto and is a party to the Trademark Licenses listed on Schedule 1 annexed hereto;

WHEREAS, reference is made to that certain Second Lien Credit Agreement dated as of the date hereof (as amended, restated, supplemented or modified from time to time, the "Credit Agreement") among Grantor and/or one of Grantor's affiliates, as Borrower, the financial institutions from time to time party thereto (together with their respective successors and assigns, "Lenders") and Ares Capital Corporation, as agent for the Lenders (the "Agent"); and

WHEREAS, pursuant to the terms of the Second Lien Guarantee and Collateral Agreement dated as of the date hereof (as amended, restated, supplemented or modified from time to time, the "Collateral Agreement") among Grantor, the other grantors party thereto and Agent (in such capacity, together with its successors in such capacity pursuant to the terms of such Collateral Agreement, "Grantee"), Grantor has granted to Grantee for the ratable benefit of such secured parties a continuing security interest in or other Lien (as defined in the Credit Agreement) on substantially all the assets of Grantor, including all right, title and interest of Grantor in, to and under the Trademark Collateral (as defined below), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations (as defined in the Collateral Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee, to secure the Secured Obligations, a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired:

(i) each Trademark (as defined in the Collateral Agreement) owned by Grantor, including, without limitation, each Trademark registration and application (other than intent-to-use applications) referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark;

(ii) each Trademark License (as defined in the Collateral Agreement) to which Grantor is a party, including, without limitation, each Trademark License identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark licensed pursuant thereto; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by Grantor against third parties for (i) past, present or future unfair competition with, violation of intellectual property rights in connection with, injury to, or infringement or dilution of any Trademark owned by Grantor, including, without limitation, any Trademark referred to in Schedule 1 hereto, or licensed by Grantor under any Trademark License, including, without limitation, any Trademark License identified in Schedule 1 hereto, or (ii) injury to the goodwill associated with any of the foregoing.

Grantor hereby irrevocably constitutes and appoints Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of Grantor or in its name, from time to time, in Grantee's discretion, so long as any Event of Default (as defined in the Credit Agreement) shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent permitted in the Collateral Agreement or the Credit Agreement, Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Trademark Collateral.


The foregoing security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Collateral Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee 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 duly executed by its officer thereunto duly authorized as of the date first set forth above.

CRAMER PRODUCTS, INC.

By: _____

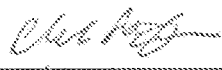


Name: Niels Lichti

Title: Chief Financial Officer

ACKNOWLEDGED:

ARES CAPITAL CORPORATION, as Agent

By: 
Name: MARK AFFOLTER
Title: AUTHORIZED SIGNATORY

SCHEDULE 1
to
Trademark Security Agreement

TRADEMARKS AND TRADEMARK REGISTRATIONS

Grantor	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration	Country
Cramer Products, Inc.	78923856	3304730	6-Jul-2006	2-Oct-2007	US
Cramer Products, Inc.	78870216	3309691	26-Apr-2006	9-Oct-2007	US
Cramer Products, Inc.	78855761	3304489	6-Apr-2006	2-Oct-2007	US
Cramer Products, Inc.	78855745	3413231	6-Apr-2006	15-Apr-2008	US
Cramer Products, Inc.	78729705	3220782	10-Oct-2005	20-Mar-2007	US
Cramer Products, Inc.	78565592	3125975	11-Feb-2005	8-Aug-2006	US
Cramer Products, Inc.	78287999	2815211	15-Aug-2003	17-Feb-2004	US
Cramer Products, Inc.	78287995	2813223	15-Aug-2003	10-Feb-2004	US
Cramer Products, Inc.	78349204	3053128	8-Jan-2004	31-Jan-2006	US
Cramer Products, Inc.	78349194	2974371	8-Jan-2004	19-Jul-2005	US
Cramer Products, Inc.	78349172	2968698	8-Jan-2004	12-Jul-2005	US
Cramer Products, Inc.	78287986	2853996	15-Aug-2003	15-Jun-2004	US
Cramer Products, Inc.	78243417	2830148	29-Apr-2003	6-Apr-2004	US
Cramer Products, Inc.	78243397	2830147	29-Apr-2003	6-Apr-2004	US
Cramer Products, Inc.	77449332	3729245	16-Apr-2008	22-Dec-2009	US
Cramer Products, Inc.	77319286	3568423	1-Nov-2007	27-Jan-2009	US
Cramer Products, Inc.	77319242	3568422	1-Nov-2007	27-Jan-2009	US
Cramer Products, Inc.	77300934	3568401	10-Oct-2007	27-Jan-2009	US
Cramer Products, Inc.	74640348	2127981	22-Feb-1995	13-Jan-1998	US
Cramer Products, Inc.	74247292	1734604	14-Feb-1992	24-Nov-1992	US
Cramer Products, Inc.	74426844	1882336	23-Aug-1993	7-Mar-1995	US
Cramer Products, Inc.	73797591	1578518	4-May-1989	23-Jan-1990	US

Cramer Products, Inc.	73561756	1394191	7-Oct-1985	20-May-1986	US
Cramer Products, Inc.	73462138	1384922	23-Jan-1984	4-Mar-1986	US
Cramer Products, Inc.	73327117	1218063	8-Sep-1981	30-Nov-1982	US
Cramer Products, Inc.	72201825	819691	14-Sep-1964	6-Dec-1966	US
Cramer Products, Inc.	72264914	847161	17-Feb-1967	2-Apr-1968	US
Cramer Products, Inc.	72176891	773970	13-Sep-1963	28-Jul-1964	US
Cramer Products, Inc.	72033334	0709153	8-Jul-1957	27-Dec-1960	US
Cramer Products, Inc.	71628612	0576532	24-Apr-1952	23-Jun-1953	US
Cramer Products, Inc.	71623824	0568042	21-Jan-1952	16-Dec-1952	US
Cramer Products, Inc.	71589569	0557515	19-Dec-1949	15-Apr-1952	US
Cramer Products, Inc.	71589567	0535897	19-Dec-1949	2-Jan-1951	US
Cramer Products, Inc.	71589566	0537781	19-Dec-1949	13-Feb-1951	US
Cramer Products, Inc.	71584323	0535365	1-Sep-1949	26-Dec-1950	US
Cramer Products, Inc.	71516828	0522098	3-Feb-1947	14-Mar-1950	US
Cramer Products, Inc.	71516827	0434451	3-Feb-1947	18-Nov-1947	US
Cramer Products, Inc.	71516825	0437692	3-Feb-1947	30-Mar-1948	US
Cramer Products, Inc.	71516821	0527062	28-Jan-1949	4-Jul-1950	US
Cramer Products, Inc.	85046134	3996203	10-Oct-2005	19-Jul-2011	US

TRADEMARK APPLICATIONS

None.