

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM336250

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Best Lockers, LLC		03/23/2015	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Madison Capital Funding LLC, as agent		
<b>Street Address:</b>	30 S. Wacker Drive		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4506205	SNOWGATE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3125585700		
<i>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.</i>			
<b>Phone:</b>	312 558-6352		
<b>Email:</b>	lkonrath@winston.com		
<b>Correspondent Name:</b>	Laura Konrath		
<b>Address Line 1:</b>	35 W Wacker Drive		
<b>Address Line 2:</b>	Winston & Strawn LLP, Suite 4200		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60601		
<b>ATTORNEY DOCKET NUMBER:</b>	6737-114		
<b>NAME OF SUBMITTER:</b>	Laura L. Konrath		
<b>SIGNATURE:</b>	/Laura L. Konrath/		
<b>DATE SIGNED:</b>	03/26/2015		
<b>Total Attachments: 6</b>			
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**TRADEMARK SECURITY AGREEMENT**

**(TRADEMARKS, TRADEMARK APPLICATIONS  
AND TRADEMARK LICENSES)**

WHEREAS, Best Lockers, LLC, a Delaware limited liability company, (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 Credit Agreement dated as of June 16, 2008, as amended by that certain Amendment and Consent Agreement dated as of June 16, 2009, that certain Second Amendment to Credit Agreement and Limited Waiver dated as of September 30, 2009, that certain Third Amendment to Credit Agreement dated as of March 29, 2011 and that certain Fourth Amendment to Credit Agreement and Consent dated as of October 27, 2011, that certain Fifth Amendment to Credit Agreement and Limited Waiver dated as of January 31, 2012, that certain Forbearance Agreement and Sixth Amendment to Credit Agreement dated as of June 28, 2012, that certain Seventh Amendment to Credit Agreement dated as of December 13, 2012, that certain Eighth Amendment to Credit Agreement dated as of July 3, 2013, that certain Ninth Amendment to Credit Agreement dated as of October 31, 2013, that certain Tenth Amendment to Credit Agreement dated as of February 21, 2014 and that certain Eleventh Amendment to Credit Agreement dated as of August 5, 2014 and that certain Twelfth Amendment and Limited Waiver to Credit Agreement, First Amendment to Guarantee and Collateral Agreement and First Extension of Certain Conditions Subsequent, dated as of November 10, 2014 (as so amended, and as may be further amended, supplemented, restated or otherwise modified, the “Credit Agreement”) among Safemark Inc., the financial institutions from time to time party thereto (together with their respective successors and assigns, “Lenders”) and Madison Capital Funding LLC, as agent for the Lenders (the “Agent”); and

WHEREAS, pursuant to the terms of the Guarantee and Collateral Agreement dated as of June 16, 2008, as amended by that certain Twelfth Amendment and Limited Waiver to Credit Agreement, First Amendment to Guarantee and Collateral Agreement and First Extension of Certain Conditions Subsequent, dated as of November 10, 2014 (as so amended, and as may be further amended, restated, supplemented or modified from time to time, the “Collateral Agreement”) among Safemark Inc., the other parties thereto, as grantors, and Madison Capital Funding LLC, as agent for the secured parties referred to therein (in such capacity, together with its successors in such capacity pursuant to the terms of such Collateral Agreement, the “Grantee”), and the Joinder to Guarantee and Collateral Agreement and to Subordination Agreement dated as of October 27, 2011 (the “Joinder”) executed by Grantor for the benefit of the 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 the 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 its 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 by Grantor 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 of Grantee, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of Grantor, 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, grant any rights with respect to or mortgage or otherwise encumber any of the Trademark Collateral.

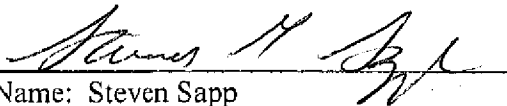
The foregoing security interest is granted in conjunction with the security interests granted to the Grantee pursuant to the Collateral Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral 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.

THIS TRADEMARK SECURITY AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF ILLINOIS APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

[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 23rd day of March, 2015.

**BEST LOCKERS, LLC**

By:   
Name: Steven Sapp  
Title: Vice President, Secretary and Treasurer

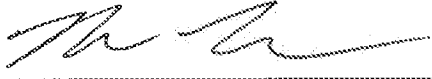
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*[Signature Page to Trademark Security Agreement]*

**TRADEMARK**  
**REEL: 005485 FRAME: 0824**

**ACKNOWLEDGED:**

**MADISON CAPITAL FUNDING LLC,  
as Agent**

By:   
Name: Michael Nativi  
Title: Director

*[Signature Page to Trademark Security Agreement]*

**SCHEDULE 1**  
**to**  
**Trademark Security Agreement**  
**TRADEMARK REGISTRATIONS**

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
SNOWGATE	4506205	April 1, 2014

**TRADEMARK APPLICATIONS**

<u>Trademark Application</u>	<u>Application No.</u>	<u>Application Date</u>
None		

**TRADEMARK LICENSES**

None

**COMMON-LAW TRADEMARKS**

None