

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM338780

<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>
North American Rescue, LLC		04/17/2015	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	LBC Credit Partners III, L.P., as Agent		
<b>Street Address:</b>	Cira Centre, 2929 Arch Street, Suite 1550		
<b>City:</b>	Philadelphia		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19104		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE		
<b>PROPERTY NUMBERS Total: 41</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3980466	3X STANDARD	
Registration Number:	4240643	ARC <sup>o</sup> TC	
Registration Number:	3570756	ARS	
Registration Number:	3034465	BLACK TALON	
Registration Number:	3175517	BOA	
Registration Number:	3840842	CCRK	
Registration Number:	3930924	COMBAT CASUALTY RESPONSE KIT	
Registration Number:	3291479	CRICKIT	
Registration Number:	3570755	CYCLONE	
Registration Number:	3866073		
Registration Number:	3350314		
Registration Number:	3402723	DRAGON	
Registration Number:	3985967	GECKO GRIP	
Registration Number:	4041097	GRYPHON	
Registration Number:	3669009	HPMK	
Registration Number:	3346168	HYFIN	
Registration Number:	3539871	INFUSING ADRENALINE INTO EMS	
Registration Number:	3776203	IPOK	
Registration Number:	3354324	I-PRO	
<b>TRADEMARK</b>			

OP \$1040.00 3980466

Property Type	Number	Word Mark
Serial Number:	86018505	LABORATORY TESTED COMBAT PROVEN
Registration Number:	3717370	NORTH AMERICAN RESCUE
Registration Number:	3629645	NORTH AMERICAN RESCUE PRODUCTS
Registration Number:	3237394	PRODUCTS WITH A MISSION
Registration Number:	2878937	PRODUCTS WITH A MISSION
Registration Number:	2878931	RAVEN
Registration Number:	4001528	RED-TIP TECHNOLOGY
Registration Number:	3610191	RESCUE HUMAN FACTORS
Registration Number:	3610246	· RESCUE HUMAN FACTORS · ENGINEERED
Registration Number:	3610190	RHF
Registration Number:	3828788	S.T.O.R.M.
Registration Number:	3960363	S.T.O.R.M.
Registration Number:	2835400	STINGRAY
Registration Number:	3617661	T2 TAG
Registration Number:	2875593	TALON
Registration Number:	3237393	UNCONVENTIONAL MEDIC
Registration Number:	2872541	UNCONVENTIONAL MEDIC
Registration Number:	3231337	WALK
Serial Number:	86480391	TORK
Serial Number:	86480199	COMBAT PROVEN, ADVENTURE READY
Serial Number:	86480189	ARM YOURSELF
Serial Number:	86480955	JETT

**CORRESPONDENCE DATA**

Fax Number: 312863785

*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: 312-201-3865

Email: sharon.patterson@goldbergkohn.com

Correspondent Name: Sharon Patterson, Paralegal

Address Line 1: Goldberg Kohn Ltd., 55 E. Monroe St.

Address Line 2: Ste. 3300

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	6030.075
NAME OF SUBMITTER:	Sharon Patterson
SIGNATURE:	/sharon patterson/
DATE SIGNED:	04/20/2015

Total Attachments: 8

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## **TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 17th day of April, 2015, by and between NORTH AMERICAN RESCUE, LLC, a Delaware limited liability company ("Grantor"), and LBC CREDIT PARTNERS III, L.P., a Delaware limited partnership, in its capacity as agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, "Agent").

### **WITNESSETH:**

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among Grantor, the lenders party thereto as "Lenders" (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a "Lender" and, collectively, the "Lenders"), and Agent, the Lenders have agreed to make certain financial accommodations available to Borrower pursuant to the terms and conditions thereof; and

WHEREAS, the Lenders are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that the Grantor shall have executed and delivered to Agent, for the benefit of the Lenders, that certain Security 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 "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for the benefit of the Lenders, this Trademark Security Agreement for recordation with the United States Patent and Trademark Office.

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 initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby unconditionally grants and pledges to Agent, for the benefit of each member of the Lenders, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantor, Agent, the Lenders, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Security 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 Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

6. CONSTRUCTION. This Trademark Security Agreement is a Financing Document. Unless the context of this Trademark Security Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or". The words "hereof", "herein", "hereby", "hereunder", and similar terms in this Trademark Security Agreement refer to this Trademark Security Agreement as a whole and not to any particular provision of this Trademark Security Agreement. Section, subsection, clause, schedule, and exhibit references

herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). The words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts, and contract rights. Any reference herein to the satisfaction, repayment, or payment in full of the Secured Obligations shall mean the repayment in full in cash of all Secured Obligations other than unasserted contingent indemnification Secured Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Financing Document shall be satisfied by the transmission of a Record.

7. THE VALIDITY OF THIS TRADEMARK SECURITY AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

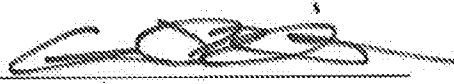
8. THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS TRADEMARK SECURITY AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, FEDERAL COURTS LOCATED IN THE BOROUGH OF MANHATTAN, STATE OF NEW YORK; PROVIDED, HOWEVER, THAT, ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT IN SUCH COURTS OR THE COURTS OF THE JURISDICTION WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. AGENT AND GRANTOR WAIVE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 9.

9. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AGENT AND GRANTOR HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. AGENT AND GRANTOR REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS TRADEMARK SECURITY AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

**GRANTOR:**

**NORTH AMERICAN RESCUE, LLC**

By: 

Name: Charles P. Miller

Title: Secretary

**ACCEPTED AND ACKNOWLEDGED BY:**

**AGENT:**

**LBC CREDIT PARTNERS III, L.P., as Agent**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

**GRANTOR:**

**NORTH AMERICAN RESCUE, LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ACCEPTED AND ACKNOWLEDGED BY:**

**AGENT:**

**LBC CREDIT PARTNERS III, L.P., as Agent**

By:  \_\_\_\_\_

Name: **David E. Fraimow** \_\_\_\_\_

Title: **Vice President** \_\_\_\_\_



**SCHEDULE I**  
**TO**  
**TRADEMARK SECURITY AGREEMENT**

**Trademark Registrations/Applications**

<b><u>Grantor</u></b>	<b><u>Country</u></b>	<b><u>Mark</u></b>	<b><u>Application/ Registration No.</u></b>	<b><u>App/Reg Date</u></b>
NORTH AMERICAN RESCUE, LLC	U.S.	3X STANDARD	3980466	21-JUN-2011
NORTH AMERICAN RESCUE, LLC	U.S.	ARC TC (Stylized)	4240643	13-NOV-2012
NORTH AMERICAN RESCUE, LLC	U.S.	ARS	3570756	03-FEB-2009
NORTH AMERICAN RESCUE, LLC	U.S.	BLACK TALON	3034465	27-DEC-2005
NORTH AMERICAN RESCUE, LLC	U.S.	BOA	3175517	21-NOV-2006
NORTH AMERICAN RESCUE, LLC	U.S.	CCRK	3840842	31-AUG-2010
NORTH AMERICAN RESCUE, LLC	U.S.	COMBAT CASUALTY RESPONSE KIT	3930924	15-MAR-2011
NORTH AMERICAN RESCUE, LLC	U.S.	CRICKIT	3291479	11-SEP-2007
NORTH AMERICAN RESCUE, LLC	U.S.	CYCLONE	3570755	03-FEB-2009
NORTH AMERICAN RESCUE, LLC	U.S.	DESIGN ONLY	3866073	19-OCT-2010
NORTH AMERICAN RESCUE, LLC	U.S.	Design Only	3350314	04-DEC-2007
NORTH AMERICAN RESCUE, LLC	U.S.	DRAGON	3402723	25-MAR-2008
NORTH AMERICAN RESCUE, LLC	U.S.	GECKO GRIP	3985967	28-JUN-2011
NORTH AMERICAN RESCUE, LLC	U.S.	GRYPHON	4041097	18-OCT-2011
NORTH AMERICAN RESCUE, LLC	U.S.	HPMK	3669009	18-AUG-2009
NORTH AMERICAN RESCUE, LLC	European Community Trademark	HYFIN	6360655	23-SEP-2008
NORTH AMERICAN RESCUE, LLC	U.S.	HYFIN	3346168	27-NOV-2007
NORTH AMERICAN RESCUE, LLC	U.S.	INFUSING ADRENALINE INTO EMS	3539871	02-DEC-2008

NORTH AMERICAN RESCUE, LLC	U.S.	IPOK	3776203	13-APR-2010
NORTH AMERICAN RESCUE, LLC	U.S.	I-PRO	3354324	11-DEC-2007
NORTH AMERICAN RESCUE, LLC	U.S.	LABORATORY TESTED COMBAT PROVEN	(86/018505)	(24-JUL-2013)
NORTH AMERICAN RESCUE, LLC	U.S.	NORTH AMERICAN RESCUE	3717370	01-DEC-2009
NORTH AMERICAN RESCUE, LLC	U.S.	NORTH AMERICAN RESCUE PRODUCTS	3629645	02-JUN-2009
NORTH AMERICAN RESCUE, LLC	European Community Trademark	PRODUCTS WITH A MISSION	6357388	23-SEP-2008
NORTH AMERICAN RESCUE, LLC	U.S.	PRODUCTS WITH A MISSION	3237394	01-MAY-2007
NORTH AMERICAN RESCUE, LLC	U.S.	PRODUCTS WITH A MISSION	2878937	31-AUG-2004
NORTH AMERICAN RESCUE, LLC	U.S.	RAVEN	2878931	31-AUG-2004
NORTH AMERICAN RESCUE, LLC	Australia	RED-TIP TECHNOLOGY	1418202	05-APR-2011
NORTH AMERICAN RESCUE, LLC	European Community Trademark	RED-TIP TECHNOLOGY	9864562	06-SEP-2011
NORTH AMERICAN RESCUE, LLC	Israel	RED-TIP TECHNOLOGY	236884	06-APR-2011
NORTH AMERICAN RESCUE, LLC	New Zealand	RED-TIP TECHNOLOGY	839738	05-OCT-2011
NORTH AMERICAN RESCUE, LLC	U.S.	RED-TIP TECHNOLOGY	4001528	26-JUL-2011
NORTH AMERICAN RESCUE, LLC	U.S.	RESCUE HUMAN FACTORS	3610191	21-APR-2009
NORTH AMERICAN RESCUE, LLC	U.S.	RESCUE HUMAN FACTORS · ENGINEERED & Design	3610246	21-APR-2009
NORTH AMERICAN RESCUE, LLC	U.S.	RHF	3610190	21-APR-2009
NORTH AMERICAN RESCUE, LLC	U.S.	S.T.O.R.M	3828788	03-AUG-2010

NORTH AMERICAN RESCUE, LLC	U.S.	S.T.O.R.M.	3960363	17-MAY-2011
NORTH AMERICAN RESCUE, LLC	U.S.	STINGRAY	2835400	20-APR-2004
NORTH AMERICAN RESCUE, LLC	U.S.	T2 TAG	3617661	05-MAY-2009
NORTH AMERICAN RESCUE, LLC	U.S.	TALON	2875593	17-AUG-2004
NORTH AMERICAN RESCUE, LLC	European Community Trademark	UNCONVENTIONAL MEDIC	6359087	23-SEP-2008
NORTH AMERICAN RESCUE, LLC	U.S.	UNCONVENTIONAL MEDIC	3237393	01-MAY-2007
NORTH AMERICAN RESCUE, LLC	U.S.	UNCONVENTIONAL MEDIC	2872541	10-AUG-2004
NORTH AMERICAN RESCUE, LLC	U.S.	WALK	3231337	17-APR-2007
NORTH AMERICAN RESCUE, LLC	U.S.	TORK	(86480391)	15-DEC-2014
NORTH AMERICAN RESCUE, LLC	U.S.	COMBAT PROVEN, ADVENTURE READY	(86480199)	15-DEC-2014
NORTH AMERICAN RESCUE, LLC	U.S.	ARM YOURSELF	(86480189)	15-DEC-2014
NORTH AMERICAN RESCUE, LLC	U.S.	JETT	(86480955)	15-DEC-2014

### Trademark Licenses

1. Trademark License Agreement, dated as of December 14, 2012, by and between Phil Durango, LLC and the Company.
2. Trademark License and Use Agreement, dated as of October 6, 2009, by and between Composite Resources, Inc. and the Company.