

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM354626

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Global Glove and Safety Manufacturing, Inc.		09/10/2015	CORPORATION: MINNESOTA
RECEIVING PARTY DATA			
Name:	UPS Capital Corporation		
Street Address:	35 Glenlake Parkway		
Internal Address:	Suite 340		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30328		
Entity Type:	CORPORATION: GEORGIA		
PROPERTY NUMBERS Total: 29			
Property Type	Number	Word Mark	
Serial Number:	86097997	STEELHEAD	
Serial Number:	86235079	KAKU	
Serial Number:	86097954	WAHOO	
Registration Number:	4775862	FROGWEAR	
Serial Number:	86535340	PAVON	
Serial Number:	86390540	STINGER	
Serial Number:	86420241	COLD KEEP	
Registration Number:	4731534	TSUNAMI GRIP	
Registration Number:	4731533	BIG OLE	
Registration Number:	4732745	PANTHER-GUARD	
Registration Number:	4723848	ARALENE	
Registration Number:	4723434	MAKI	
Serial Number:	86594021	MOJARRA	
Registration Number:	4624873		
Registration Number:	4721058	TETRA	
Registration Number:	4721057	WALLEYE	
Registration Number:	4713301	SNIPEFISH	
Registration Number:	4713300	DORADO	
TRADEMARK			

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Property Type	Number	Word Mark
Serial Number:	86235071	KAPULA
Registration Number:	4704764	SWORDFISH
Registration Number:	4686736	GLOBAL GLOVE
Registration Number:	4662454	HOT ROD GLOVES 8
Registration Number:	4614685	BULLHEAD SAFETY
Serial Number:	85962869	JAVELIN
Registration Number:	4235946	AIREFLEX
Registration Number:	3616064	ICE GRIPSTER
Registration Number:	3666802	WISE GRIPSTER
Registration Number:	4485395	SAMURAI GLOVE
Registration Number:	3046609	GRIPSTER

CORRESPONDENCE DATA

Fax Number: 4045228409

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: 404-420-5527

Email: rjk@phrd.com

Correspondent Name: Rhonda J. Kenyeri, Paralegal - PHRD

Address Line 1: 285 Peachtree Center Avenue

Address Line 2: 1500 Marquis Two Tower

Address Line 4: Atlanta, GEORGIA 30303

ATTORNEY DOCKET NUMBER:	4590-174
NAME OF SUBMITTER:	Mitchell M. Purvis
SIGNATURE:	/MMP/
DATE SIGNED:	09/10/2015

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement") is made this 10th day of September, 2015, between **GLOBAL GLOVE AND SAFETY MANUFACTURING, INC.**, a Minnesota corporation ("Grantor"), having its principal place of business at 13915 Radium Street NW, Ramsey, Minnesota 55303, and **UPS CAPITAL CORPORATION**, a Delaware corporation (together with its successors and assigns, "Lender"), having an office at 35 Glenlake Parkway, Suite 340, Atlanta, Georgia 30328-3475.

Recitals:

Grantor desires to obtain loans and other financial accommodations from Lender pursuant to that certain Revolving Loan and Security Agreement dated the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Loan Agreement") by and among Grantor, each other Person that becomes a Borrower after the date hereof in accordance with the Loan Agreement and Lender.

Under the terms of the Loan Agreement, Grantor has granted to Lender a security interest in, among other property, certain intellectual property of Grantor, and has agreed as a condition thereof to execute this Agreement for recording with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for Ten Dollars (\$10.00) in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company hereby agrees with Lender as follows:

1. Defined Terms. Capitalized terms used herein (including those used in the Recitals hereto), unless otherwise defined, shall have the meanings ascribed to them in the Loan Agreement.

2. Grant of Security. Grantor hereby grants to Lender a security interest in all of Grantor's right, title and interest in and to the following (the "Collateral"):

(i) all trademarks, service marks, domain names, trade dress, logos, designs, slogans, trade names, business names, corporate names and other source identifiers (but expressly excluding intent-to-use trademarks to the extent solely to the extent, if any, that and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law), whether registered or unregistered, together, in each case, with the goodwill symbolized thereby, including without limitation, the specific Trademarks listed on Exhibit A attached hereto (the "Trademarks");

(ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of Grantor accruing thereunder or pertaining thereto;

(iii) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(iv) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the

Collateral of or arising from any of the foregoing.

3. **Security for Obligations.** The grant of a security interest in the Collateral by Grantor under this Agreement secures the performance of all Obligations of Grantor now or hereafter existing, whether direct or indirect, absolute or contingent, joint or several, including without limitation, the payment of all principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Agreement secures, the payment of all amounts that constitute part of the Obligations and that would be owed by Grantor to Lender under the Loan Documents but for the fact that such Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving Grantor.

4. **Recordation.** Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Agreement.

5. **Execution in Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

6. **Grants, Rights and Remedies.** This Agreement has been entered into in conjunction with the provisions of the Loan Agreement. Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Lender with respect to the Collateral are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

7. **GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF GEORGIA.**

[Remainder of page intentionally left blank;
signatures appear on the following page.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed, sealed and delivered by a duly authorized officer as of the date first above written.

GRANTOR:

**GLOBAL GLOVE AND SAFETY
MANUFACTURING, INC.**

By 

Name: **Craig S. Wagner**

Title: Chief Executive Officer

[CORPORATE SEAL]

Address for Notices:

Global Glove and Safety Manufacturing, Inc.
13915 Radium Street NW
Ramsey, Minnesota 55303
Attn: Chief Executive Officer

[Signatures continue on the following page]

LENDER:

UPS CAPITAL CORPORATION

By: 

Name: **Jaudon C. Whitehead**

Title: Senior Credit Officer

Address for Notices:

UPS Capital Corporation
35 Glenlake Parkway, Suite 340
Atlanta, Georgia 30328
Attn: GABL Portfolio Management
Facsimile: (404) 704-1501

with a copy (which shall not constitute notice) to:

UPS Capital Corporation
35 Glenlake Parkway, Suite 500
Atlanta, Georgia 30328
Attn: Legal Department

EXHIBIT A

United States Trademarks

Owner: Global Glove and Safety Manufacturing, Inc.

<u>Trademark</u>	<u>Application No. / Registration No.</u>	<u>Filing Date / Registration Date</u>
STEELHEAD	86097997	October 22, 2013
Kaku	86235079	March 28, 2014
Wahoo	86097954	October 22, 2013
Frogwear	4775862	July 21, 2015
Pavon	86535340	February 14, 2015
Stinger	86390540	September 10, 2014
Cold Keep	86420241	October 10, 2014
Tsunami Grip	4731534	May 5, 2015
Big Ole	4731533	May 5, 2015
Panther-Guard	4732745	May 5, 2015
Aralene	4723848	April 21, 2015
Maki	4723434	April 21, 2015
Mojarra	86594021	April 10, 2015
	4624873	October 21, 2014



Tetra	4721058	April 14, 2015
Walleye	4721057	April 14, 2015
Snipefish	4713301	March 31, 2015

<u>Trademark</u>	<u>Application No. / Registration No.</u>	<u>Filing Date / Registration Date</u>
Dorado	4713300	March 31, 2015
Kapula	86235071	March 28, 2014
Swordfish	4704764	March 17, 2015
Global Glove	4686736	February 17, 2015
	4662454	December 30, 2014



Bullhead Safety	4614685	September 30, 2014
Javelin	85962869	June 18, 2013
Aireflex	4235946	November 6, 2012
Ice Gripster	3616064	May 5, 2009
Vise Gripster	3666802	August 11, 2009
Samurai Glove	4485395	February 18, 2014
Gripster	3046609	January 17, 2006