

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM365451

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Protective Industrial Products, Inc.		12/09/2015	CORPORATION: NEW YORK

## RECEIVING PARTY DATA

<b>Name:</b>	Manufacturers and Traders Trust Company, as Agent
<b>Street Address:</b>	One M&T Plaza
<b>Internal Address:</b>	3rd Floor
<b>City:</b>	Buffalo
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	14203
<b>Entity Type:</b>	CORPORATION: NEW YORK

## PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Serial Number:	86370813	BRAHMA QUALITY
Serial Number:	85474129	U-FIT
Serial Number:	85703072	PRITEX
Serial Number:	85041554	GREAT WHITE
Serial Number:	76447532	WEST COUNTY GLOVES
Serial Number:	76232429	WEST COUNTY GARDENER
Serial Number:	74113995	BOUTON B
Serial Number:	74087946	PANASPEC
Serial Number:	74087814	PANALITE
Serial Number:	73481027	U-FIT
Serial Number:	73237454	FOGLESS
Serial Number:	73302935	PANALENS
Serial Number:	72444047	FOG LESS

## 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.*

OP \$340.00 86370813

**Phone:** 312-863-7267  
**Email:** jaclyn.digrande@goldbergkohn.com  
**Correspondent Name:** Jaclyn Di Grande - Paralegal  
**Address Line 1:** Goldberg Kohn Ltd.  
**Address Line 2:** 55 E Monroe St., Suite 3300  
**Address Line 4:** Chicago, ILLINOIS 60603

<b>ATTORNEY DOCKET NUMBER:</b>	7080.003
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<b>NAME OF SUBMITTER:</b>	Jaclyn Di Grande
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<b>SIGNATURE:</b>	/jaclyn di grande/
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<b>DATE SIGNED:</b>	12/11/2015
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**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 9, 2015, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of MANUFACTURERS AND TRADERS TRUST COMPANY, a New York banking corporation as administrative agent ("Agent").

### W I T N E S S E T H:

WHEREAS, pursuant to the Amended and Restated Financing Agreement, dated as of the date hereof (as the same may be amended, restated, supplemented and/or modified from time to time, the "Financing Agreement"), by and among Borrowers, Agent and the financial institutions from time to time party thereto as lenders ("Lenders"), Lenders have agreed to make extensions of credit to Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to an Amended and Restated Guaranty and Security Agreement dated as of the date hereof in favor of Agent for the benefit of the Secured Parties (as amended, restated, modified, substituted, extended, and renewed from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Financing Agreement) of Borrowers; and

WHEREAS, all of the Grantors are party to the Amended and Restated Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce Agent and the Lenders to enter into the Financing Agreement and make extensions of credit to Borrowers thereunder, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent, for the benefit of the Secured Parties, and grants to Agent, for the benefit of the Secured Parties, a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all Intellectual Property licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Obligations at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent, for the benefit of the Secured Parties, pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees 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 Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and Intellectual Property licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Receipt by telecopy or electronic mail of any executed signature page to this Security Agreement shall constitute effective delivery of such signature page. This Security Agreement to the extent signed and delivered by means of a facsimile machine or electronic mail (including ".pdf" files) shall be treated in all manner and respects and for all purposes as an original agreement or amendment and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No party hereto shall raise the use of a facsimile machine or electronic mail (including ".pdf" files) to deliver a signature or the fact that any signature or agreement or amendment was transmitted or communicated through the use of a facsimile machine or electronic mail (including ".pdf" files) as a defense to the formation or enforceability of a contract and each such party forever waives any such defense.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by and construed in accordance with the internal laws (and not the law of conflicts) of the State of New York, but giving effect to federal laws applicable to national banks.

[Signature Pages Follow]

IN WITNESS WHEREOF, each 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.

PROTECTIVE INDUSTRIAL  
PRODUCTS, INC.,

as a Grantor

By: 

Name: Joseph A. Milot

Title: President

ACCEPTED AND AGREED  
as of the date first above written:

MANUFACTURERS AND TRADERS  
TRUST COMPANY,  
as Agent

By: Gregory M. Vuturo  
Name: Gregory M. Vuturo  
Title: Vice President

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

**Summary of Trademarks**

MARK	SERIAL NUMBER	STATUS	REGIS. NUMBER	REGIS. DATE	COUNTRY OF REGISTRATION
BRAHMA QUALITY	86370813	N/A	N/A	N/A	United States of America
U-FIT	85474129	Registered	4685012	2/10/15	United States of America
PRITEX	85703072	Registered	4544134	6/3/14	United States of America
GREAT WHITE	85041554	Registered	3900216	1/4/11	United States of America
WEST COUNTY GLOVES	76447532	Registered	2741526	7/29/03	United States of America
WEST COUNTY GARDENER	76232429	Registered	2580262	6/11/02	United States of America
BOUTON B	74113995	Registered	1666520	12/03/91	United States of America
PANASPEC	74087946	Registered	1660620	10/15/91	United States of America
PANALITE	74087814	Registered	1661523	10/22/91	United States of America
U-FIT	73481027	Registered	1375530	12/17/85	United States of America
FOGLESS	73237454	Registered	1160755	7/14/81	United States of America
PANALENS	73302935	Registered	1258319	11/22/83	United States of America
FOG LESS	72444047	Registered	994919	10/1/74	United States of America
WEST COUNTY GLOVES	1220263	Registered	TMA646097 (Canada)	6/8/04	Canada