

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM366278

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Jameson, LLC		12/17/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Madison Capital Funding LLC, as Agent		
Street Address:	30 S. Wacker Drive, Suite 3700		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	4814006	AERIAL BUDDY	
Registration Number:	4534362	LIVE TRACER	
Registration Number:	4114896	CERO	
Registration Number:	2718116	SNIP GRIP	
Registration Number:	2642906	JAMESON	
Registration Number:	3796894	PAXLIGHT	
Registration Number:	3491364	JAMESON	
Registration Number:	1667244	STUBBY LIGHT	
Registration Number:	1563070	BUDDY	
Registration Number:	1560715	HANDI-LIGHT	
Registration Number:	1179873	SAFE-STIK	
Registration Number:	2042402	2ND MAN	
CORRESPONDENCE DATA			
Fax Number:	3128637865		
<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>			
Phone:	312-201-3865		
Email:	sharon.patterson@goldbergkohn.com		
Correspondent Name:	Sharon Patterson, Paralegal		

OP \$315.00 4814006

Address Line 1: Goldberg Kohn Ltd., 55 E. Monroe St.
Address Line 2: Suite 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER: 4975.341

NAME OF SUBMITTER: Sharon Patterson

SIGNATURE: /sharon patterson/

DATE SIGNED: 12/17/2015

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of December 17, 2015 (this "Trademark Security Agreement"), by the undersigned ("Grantor"), in favor of MADISON CAPITAL FUNDING LLC, in its capacity as administrative agent ("Agent") for the Lenders (as hereinafter defined).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of even date herewith by and among Huskie Tools, LLC, a Delaware limited liability company (successor-in-interest to Huskie Tools, Inc., an Illinois corporation), Jameson, LLC, a Delaware limited liability company, Agent and the financial institutions ("Lenders") from time to time party thereto (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Agent and Lenders have agreed to make Loans and to issue Letters of Credit for the benefit of Grantor;

WHEREAS, Agent, Grantor and certain other Persons are parties to that certain Amended and Restated Guarantee and Collateral 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 "Collateral Agreement"); and

WHEREAS, pursuant to the Collateral Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

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 capitalized terms used but not otherwise defined herein have the meanings given to them in the Collateral Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (exclusive of any below-mentioned licenses which, by their terms do not permit the assignment thereof, but solely to the extent that such anti-assignment provisions are effective under the Uniform Commercial Code) (collectively, the "Trademark Collateral"):

- (a) all of its registered Trademarks set forth on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) subject to the Collateral Agreement, all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (d) subject to the Collateral Agreement, all proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

This Trademark Security Agreement grants only the security interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no

assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. §1060.

3. COLLATERAL AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Collateral 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 Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature pages follow]

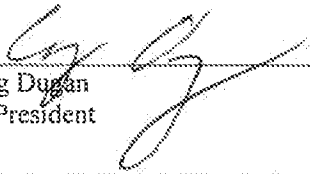
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

JAMESON, LLC, a Delaware limited liability company

By: Daniel W Miller
Name: Daniel W. Miller
Title: President and Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:

MADISON CAPITAL FUNDING LLC,
as Agent

By: 
Name: Craig Dugan
Title: Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark	Application Number	Application Date	Serial Number	Registration Number	Registration Date
AERIAL BUDDY	86/292,434	May 27, 2014	86292434	4,814,006	September 15, 2015
LIVE TRACER	85,780,097	November 15, 2012	85780097	4,534,362	May 20, 2015
CERO	85/391,017	August 5, 2011	85391017	4,114,896	March 20, 2012
SNIP GRIP	78/061,320	May 1, 2001	78061320	2,718,116	May 20, 2003
JAMESON	78/047,208	February 8, 2001	78047208	2,642,906	October 29, 2002
PAXLIGHT	77/661,404	February 2, 2009	77661404	3,796,894	June 1, 2010
JAMESON	77/230,099	July 16, 2007	77230099	3,491,364	August 6, 2008
STUBBY LIGHT	74/090,754	August 24, 1990	74090754	1,667,244	December 3, 1991
BUDDY	73/780,936	February 15, 1989	73780936	1,563,070	October 31, 2989
HANDI-LIGHT	73,730,712	May 25, 1988	73730712	1,560,715	October 17, 1989
SAFE-STIK	73/253,208	March 10, 1980	73253208	1,179,873	December 1, 1981
2ND MAN	74/701,882	July 17, 1995	74701882	2,042,402	March 4, 1997