

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM367588

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
QUARTERMASTER, LLC		12/30/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	AMERICAN CAPITAL AGENT SERVICES, LLC, AS ADMINISTRATIVE AGENT		
Street Address:	505 FIFTH AVENUE		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3621428	LAW PRO	
Registration Number:	2480445	LAWPRO	
CORRESPONDENCE DATA			
Fax Number:			
<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:	312.577.8574		
Email:	humberto.aquino@kattenlaw.com		
Correspondent Name:	HUMBERTO AQUINO C/O KATTEN MUCHIN		
Address Line 1:	525 WEST MONROE STREET		
Address Line 4:	CHICAGO, ILLINOIS 60629		
ATTORNEY DOCKET NUMBER:	384287-00021		
NAME OF SUBMITTER:	HUMBERTO AQUINO		
SIGNATURE:	/HUMBERTO AQUINO/		
DATE SIGNED:	12/30/2015		
Total Attachments: 4			
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NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE ADMINISTRATIVE AGENT PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE ADMINISTRATIVE AGENT OR ANY LENDER HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT, DATED DECEMBER 30, 2015 (AS AMENDED, RESTATED, AMENDED AND RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "INTERCREDITOR AGREEMENT"), AMONG BANK OF MONTREAL, AS FIRST LIEN AGENT, AMERICAN CAPITAL AGENT SERVICES, LLC, AS SECOND LIEN AGENT, EACH ADDITIONAL FIRST LIEN REPRESENTATIVE AND ADDITIONAL SECOND LIEN REPRESENTATIVE FROM TIME TO TIME PARTY THERETO, AND ACKNOWLEDGED BY THE GRANTORS (AS DEFINED THEREIN) AND OTHER PERSONS FROM TIME TO TIME PARTY THERETO. IF THERE IS A CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT WILL CONTROL.

NOTICE OF GRANT OF A SECURITY INTEREST -- TRADEMARKS

This NOTICE OF GRANT OF A SECURITY INTEREST - TRADEMARKS (this "Notice of Grant of a Security Interest - Trademarks") is made as of December 30, 2015, by QUARTERMASTER, LLC (as successor in interest to Quartermaster, Inc.) ("Grantor"), in favor of AMERICAN CAPITAL AGENT SERVICES, LLC, in its capacity as Administrative Agent for itself and the other Credit Parties (together with its successors and assigns in such capacity, "Grantee").

WHEREAS, the Grantor has entered into a Second Lien Pledge and Security Agreement, dated December 30, 2015 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Credit Parties, a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks (other than intent-to-use trademark applications that constitute Excluded Property), together with, among other things, the goodwill of the business symbolized by the Trademarks, including as set forth on Schedule A hereto (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations.

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby pledges to the Grantee and grants to the Grantee, for the benefit of the Credit Parties, a continuing security interest in the Collateral.

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

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

This Notice of Grant of a Security Interest – Trademarks 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. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

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IN WITNESS WHEREOF, the Grantor has caused this Notice of Grant of a Security Interest – Trademarks to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

QUARTERMASTER, LLC

By: 

Name: R. Michael Andrews, Jr.

Title: Chief Financial Officer, Treasurer and Secretary

SCHEDULE A TO GRANT OF A SECURITY INTEREST - TRADEMARKS

Trademark Registrations and Applications

Borrower	Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date
Quartermaster, LLC ¹	LAW PRO & Design	US Federal	77/256,844 August 16, 2007	3,621,428 May 19, 2009
	LAWPRO	US Federal	75/623526 January 19, 1999	2,480,445 August 21, 2001

¹ USPTO currently lists Quartermaster, Inc. as the record owner.