

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM367590

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GALLS, 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: 13			
Property Type	Number	Word Mark	
Registration Number:	2787017	DUTYPRO	
Registration Number:	1215401	DYNA MED	
Registration Number:	1215448	DYNA MED	
Registration Number:	3156691	DYNA MED	
Registration Number:	1959756	GALLS	
Registration Number:	3369393	GALLS LITE BODY ARMOR	
Registration Number:	1208092	HARE	
Registration Number:	2791162	STREETTHUNDER	
Registration Number:	3037364	THE AUTHORITY IN PUBLIC SAFETY EQUIPMENT	
Registration Number:	4196962	G	
Registration Number:	4319553	GALLS	
Serial Number:	86423464	QUARTERMASTER	
Serial Number:	86423466	QUARTERMASTER	
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		

CH \$340.00 2787017

TRADEMARK

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 60661

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 GALLS, LLC ("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.

GALLS, 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
Galls, LLC	QUARTERMASTER	US Federal		86/423464 October 14, 2014
	QUARTERMASTER & Design 	US Federal		86/423466 October 14, 2014
	DUTYPRO	US Federal	76-258323 May 17, 2001	2,787,017 November 25, 2003
	DYNA MED	US Federal	73-341344 December 14, 1981	1,215,401 November 2, 1982
	DYNA MED	US Federal	73-341353 December 14, 1981	1,215,448 November 9, 1982
	DYNA MED 	US Federal	78606646 April 12, 2005	3,156,691 October 17, 2006
	GALLS	US Federal	74559929 August 11, 1994	1959756 March 5, 1996
	GALLS LITE BODY ARMOR	US Federal	78939802 July 28, 2006	3369393 January 15, 2008
	HARE	US Federal	73340565 December 7, 1981	1,208,092 June 15, 1982
	STREETTHUNDER	US Federal	78-145189 July 18, 2002	2,791,162 December 9, 2003
	THE AUTHORITY IN PUBLIC SAFETY EQUIPMENT AND APPAREL	US Federal	76616287 October 18, 2004	3037364 January 3, 2006
		US Federal	85360351 June 30, 2011	4196962 August 28, 2012
		US Federal	85360369 June 30, 2011	4319553 April 16, 2013