

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM373802

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Safety Works, Inc.		02/12/2016	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Manufacturers and Traders Trust Company, as Agent		
Street Address:	One M&T Plaza, 3rd Floor		
City:	Buffalo		
State/Country:	NEW YORK		
Postal Code:	14203		
Entity Type:	banking corporation: NEW YORK		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3782870	SAFETY ARMOR	
Registration Number:	2429306	SAFETY WORKS	
Registration Number:	2322298	MAKING THE WORLD SAFER, ONE PROJECT AT A	
Registration Number:	1516194	FIRST TEAM	
CORRESPONDENCE DATA			
Fax Number:	3128637867		
<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:	3128637267		
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		
ATTORNEY DOCKET NUMBER:	7080.003		
NAME OF SUBMITTER:	Jaclyn Di Grande		
SIGNATURE:	/jaclyn di grande/		
DATE SIGNED:	02/19/2016		
Total Attachments: 5			

OP \$115.00 3782870

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of February 12, 2016, 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").

WITNESSETH:

WHEREAS, pursuant to the Amended and Restated Financing Agreement, dated as of December 9, 2015 (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 December 9, 2015 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 continue to make extensions of credit to Borrowers pursuant to the Financing Agreement, 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 Trademark 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 Trademark Licenses subject to a security interest hereunder.

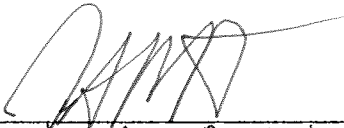
Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature 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.

SAFETY WORKS, INC. a New York corporation, 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: Marganne Group
Name: Marganne Group
Title: Admin VP

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

Summary of Trademarks

Registration No.	Registration Date	Application No.	Filing Date	Mark
3,782,870	Apr. 27, 2010	78/883,613	May 15, 2006	SAFETY ARMOR
2,429,306	Feb. 20, 2001	75/711,099	May 20, 1999	SAFETY WORKS
2,322,298	Feb. 22, 2000	75/426,587	Jan. 30, 1998	MAKING THE WORLD SAFER, ONE PROJECT AT A TIME
1,516,194	Dec. 13, 1988	73/714,595	Mar. 3, 1988	FIRST TEAM