

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM394912

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Pacific Handy Cutter, Inc.		08/10/2016	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Abacus Finance Group, LLC		
<b>Street Address:</b>	6 East 43rd Street, 20th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10017		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 21</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3139678	EZ3	
<b>Registration Number:</b>	1425504	HANDY HOOKER	
<b>Registration Number:</b>	1892800	HANDY SAFETY POINT	
<b>Registration Number:</b>	716434	PACIFIC HANDY CUTTER	
<b>Registration Number:</b>	3984125	PHC	
<b>Registration Number:</b>	2670037		
<b>Registration Number:</b>	2462634	PHC BLADE BANK	
<b>Registration Number:</b>	1780781	QUICKBLADE	
<b>Registration Number:</b>	2765010	RAZE	
<b>Registration Number:</b>	3021572	RZ3.	
<b>Registration Number:</b>	3462802	S4	
<b>Registration Number:</b>	3462803	S5	
<b>Registration Number:</b>	3809394	S7	
<b>Registration Number:</b>	2350876	SAFETY FIRST SYSTEM	
<b>Registration Number:</b>	1657180	STEEL-TRACK	
<b>Registration Number:</b>	3441193	T1	
<b>Registration Number:</b>	3900450	WORKING SAFE EVERYDAY	
<b>Registration Number:</b>	3994408	THE WORKER'S EDGE	
<b>Registration Number:</b>	4841634	S8	

OP \$540.00 3139678

Property Type	Number	Word Mark
Registration Number:	2365280	S3
Registration Number:	1950672	S2

**CORRESPONDENCE DATA**

**Fax Number:** 2128785144  
*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.*  
**Phone:** 2128785144  
**Email:** rmargi@goulstonstorrs.com  
**Correspondent Name:** Ranya S. Margi  
**Address Line 1:** Goulston & Storrs, 885 Third Ave 18th FL  
**Address Line 4:** New York, NEW YORK 10022

<b>NAME OF SUBMITTER:</b>	ranya s margi
<b>SIGNATURE:</b>	/ranya s margi/
<b>DATE SIGNED:</b>	08/12/2016

**Total Attachments: 5**  
source=05 Abacus\_PHC\_ Trademark Security Agreement#page1.tif  
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**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of August 10, 2016, is made by PACIFIC HANDY CUTTER, INC., a California corporation ("Borrower" and "Grantor") in favor of ABACUS FINANCE GROUP, LLC, in its capacity as administrative agent for the Lenders party to the Credit Agreement referred to below (in such capacity, the "Administrative Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among PHC SHARP HOLDINGS, INC., a Delaware corporation, the other Guarantors from time to time party thereto, the lenders from time to time party thereto (the "Lenders") and the Administrative Agent, the Lenders have agreed to extend credit and make certain financial accommodations to the Borrower;

WHEREAS, in connection with the Credit Agreement, Borrower and the Administrative Agent have entered into that certain Collateral Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement");

WHEREAS, pursuant to the Credit Agreement and the Collateral Agreement, the Grantor is required to execute and deliver to the Administrative Agent this 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, the Grantors hereby agree 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. The Grantor hereby pledges, assigns and grants to the Administrative Agent, on behalf of and for the ratable benefit of the Secured Parties, and their respective permitted successors, indorsees, transferees and assigns, 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 (collectively, the "Trademark Collateral"):

2.1. all of its Trademarks, including those referred to on Schedule I hereto, excluding only United States intent-to-use trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

2.2. all extensions and renewals of the foregoing;

2.3. all goodwill connected with the use of, and symbolized by, each such Trademark;

2.4. all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

2.5. any and all royalties, fees, income, payments, products and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

2.6. any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

3. COLLATERAL AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Collateral Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative 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. In the event of a conflict between the provisions of this Agreement and the Collateral Agreement, the Collateral Agreement shall control. This Agreement shall constitute a Collateral Document and a Loan Document (as such terms are defined in the Credit Agreement).

4. AMENDMENTS IN WRITING. None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except by an instrument in writing signed by the Administrative Agent and the Grantor.

5. GOVERNING LAW. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed in accordance with, the laws of the State of New York.

6. COUNTERPARTS. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement. Receipt by telecopy or other electronic transmission (including "PDF") of any executed signature page to this Agreement shall constitute effective delivery of such signature page.

7. TERMINATION. Upon the termination of the Collateral Agreement pursuant to Section 8.17 thereof, upon written request of the Grantor, and at the expense of the Grantor, the Administrative Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form, and in form and substance reasonably acceptable to the Administrative Agent, releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Agreement.

[Remainder of this page intentionally left blank]

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

GRANTOR:

**PACIFIC HANDY CUTTER, INC.**

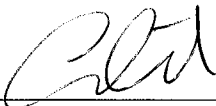
By: 

Name: Joe Garayaglia

Title: Chief Financial Officer

ADMINISTRATIVE AGENT:

ABACUS FINANCE GROUP, LLC  
as Administrative Agent

By:  \_\_\_\_\_  
Name: Eric Petersen  
Title: Vice President

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS**

<b>Registration Date</b>	<b>Serial Number</b>	<b>Registration Number</b>	<b>Jurisdiction</b>	<b>Mark</b>	<b>Grantor</b>
9/5/2006	76639009	3139678	US	<b>EZ3</b>	Pacific Handy Cutter, Inc.
1/20/1987	73559665	1425504	US	<b>HANDY HOOKER</b>	Pacific Handy Cutter, Inc.
5/2/1995	74543335	1892800	US	<b>HANDY SAFETY POINT</b>	Pacific Handy Cutter, Inc.
6/6/1961	72100795	716434	US	<b>PACIFIC HANDY CUTTER</b>	Pacific Handy Cutter, Inc.
6/28/2011	85059836	3984125	US	<b>PHC (stylized design – logo)</b>	Pacific Handy Cutter, Inc.
12/31/2002	76235123	2670037	US	<b>PHC TRIANGLE DESIGN (LOGO)</b>	Pacific Handy Cutter, Inc.
6/19/2001	75773752	2462634	US	<b>PHC BLADE BANK</b>	Pacific Handy Cutter, Inc.
7/6/1993	74169078	1780781	US	<b>QUICKBLADE</b>	Pacific Handy Cutter, Inc.
9/16/2003	76266246	2765010	US	<b>RAZE</b>	Pacific Handy Cutter, Inc.
11/29/2005	76592781	3021572	US	<b>RZ3</b>	Pacific Handy Cutter, Inc.
7/8/2008	76649969	3462802	US	<b>S4</b>	Pacific Handy Cutter, Inc.
7/8/2008	76649970	3462803	US	<b>S5</b>	Pacific Handy Cutter, Inc.
6/29/2010	77749479	3809394	US	<b>S7</b>	Pacific Handy Cutter, Inc.
5/16/2000	75546182	2350876	US	<b>SAFETY FIRST SYSTEM</b>	Pacific Handy Cutter, Inc.
9/17/1991	74106517	1657180	US	<b>STEEL-TRACK</b>	Pacific Handy Cutter, Inc.
6/3/2008	76646242	3441193	US	<b>T1</b>	Pacific Handy Cutter, Inc.
1/4/2011	77353130	3900450	US	<b>WORKING SAFE EVERYDAY</b>	Pacific Handy Cutter, Inc.
7/12/2011	77749484	3994408	US	<b>THE WORKER'S EDGE</b>	Pacific Handy Cutter, Inc.
10/27/15	85521792	4841634	US	<b>S8</b>	Pacific Handy Cutter, Inc.
7/4/00	75576765	2365280	US	<b>S3</b>	Pacific Handy Cutter, Inc.
/23/96	74588946	1950672	US	<b>S2</b>	Pacific Handy Cutter, Inc.

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