

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM412025

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Grant of Trademark Security Interest		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Randall Manufacturing LLC		01/11/2017	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BNP Paribas, as Administrative Agent		
<b>Street Address:</b>	787 Seventh Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10019		
<b>Entity Type:</b>	Société Anonyme (Sa): FRANCE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3301583	R	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2138918763		
<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>			
<b>Email:</b>	rhonda.deleon@lw.com		
<b>Correspondent Name:</b>	Latham & Watkins LLP		
<b>Address Line 1:</b>	355 South Grand Avenue		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90071-1560		
<b>ATTORNEY DOCKET NUMBER:</b>	049018-0036		
<b>NAME OF SUBMITTER:</b>	Rhonda DeLeon		
<b>SIGNATURE:</b>	/Rhonda DeLeon/		
<b>DATE SIGNED:</b>	01/12/2017		
<b>Total Attachments: 4</b>			
source=BNPP_Safe Fleet - Third Amendment Trademark Security Agreement (executed)#page1.tif			
source=BNPP_Safe Fleet - Third Amendment Trademark Security Agreement (executed)#page2.tif			
source=BNPP_Safe Fleet - Third Amendment Trademark Security Agreement (executed)#page3.tif			
source=BNPP_Safe Fleet - Third Amendment Trademark Security Agreement (executed)#page4.tif			

OP \$40.00 3301583

## GRANT OF TRADEMARK SECURITY INTEREST

January 11, 2017

**WHEREAS, RANDALL MANUFACTURING LLC**, a Delaware limited liability company (the **“Grantor”**), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

**WHEREAS**, Safe Fleet Acquisition Corp., a Delaware corporation (**“Company”**) has entered into a Credit Agreement, dated as of September 30, 2013 (said Credit Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, being the **“Credit Agreement”**) with the financial institutions named therein (collectively, together with their respective successors and permitted assigns party to the Credit Agreement from time to time, the **“Lenders”**), and BNP Paribas, as Administrative Agent for the Lenders (in such capacity, **“Secured Party”**) pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Company; and

**WHEREAS**, Company may from time to time enter, or may from time to time have entered, into one or more swap agreements (collectively, the **“Lender Swap Agreements”**) with one or more Persons that are Lenders or Affiliates of Lenders at the time such Lender Swap Agreements are entered into (in such capacity, collectively, **“Swap Counterparties”**); and

**WHEREAS**, the Grantor has executed and delivered that certain Counterpart for Additional Guarantors to Subsidiary Guaranty dated as of the date hereof, pursuant to which the Grantor has become a Guarantor under that certain Subsidiary Guaranty, dated as of September 30, 2013 (said Subsidiary Guaranty, as it may heretofore have been and as it may hereafter be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, being the **“Guaranty”**) in favor of Secured Party for the benefit of Lenders and any Swap Counterparties, and pursuant to which the Grantor has guaranteed the prompt payment and performance when due of all obligations of Company under the Credit Agreement and the other Loan Documents and all obligations of Company under the Lender Swap Agreements, including, without limitation, the obligation of Company to make payments thereunder in the event of early termination thereof; and

**WHEREAS**, pursuant to the terms of that certain Counterpart to Security Agreement, dated as of the date hereof, pursuant to which the Grantor has become a Grantor under that certain Security Agreement dated as of September 30, 2013 (said Security Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, being the **“Security Agreement”**), among Company, Secured Party, and the other grantors named therein, and pursuant to which the Grantor created in favor of Secured Party a security interest in, and Secured Party has become a secured creditor with respect to, the Trademark Collateral as hereinafter defined;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by the Grantor to Secured Party pursuant to the Security Agreement, the Grantor hereby grants to Secured Party a security interest in all of the Grantor’s right, title, and interest in and to the following, in each case whether now or hereafter existing or in which the Grantor now has or hereafter acquires an interest and wherever the same may be located (the **“Trademark Collateral”**):

Grant of Trademark Security Interest  
to Security Agreement

**TRADEMARK**  
**REEL: 005964 FRAME: 0868**

(i) all rights, title, and interest (including rights acquired pursuant to a license or otherwise) in and to all trademarks, service marks, designs, logos, indicia, trade names, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by the Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademark applications and trademark registrations set forth on Schedule A annexed hereto) (collectively, the “**Trademarks**”), all registrations that have been or may hereafter be issued or applied for thereon, all common law and other rights (but in no event any of the obligations) in and to the Trademarks, and all goodwill of the Grantor’s business symbolized by the Trademarks and associated therewith; and

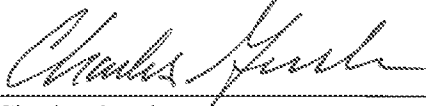
(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance, if any (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term “**proceeds**” includes whatever is receivable or received when Trademark Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

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

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

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

RANDALL MANUFACTURING LLC

By:  \_\_\_\_\_


Name: Charles Gessler

Title: Secretary, Chief Financial Officer and Treasurer

Grant of Trademark Security Interest  
to Security Agreement

**TRADEMARK**  
**REEL: 005964 FRAME: 0870**

**SCHEDULE A  
TO  
GRANT OF TRADEMARK SECURITY INTEREST**

<u>Owner</u>	<u>U.S. Trademark Description</u>	<u>Registration/ Appl. Number</u>	<u>Registration/ Appl. Date</u>
Randall Manufacturing LLC		3,301,583	10/2/2007