TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM417933

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Consumer Safety Technology, LLC		03/01/2017	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	ARES CAPITAL CORPORATION		
Street Address:	245 PARK AVENUE, 44TH FLOOR		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	Corporation: MARYLAND		

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark	
Registration Number:	4716659	INTOXALOCK ELERT	
Registration Number:	3095460	INTOXALOCK	

CORRESPONDENCE DATA

Fax Number: 2129692900

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: 2129693000

Email: ypan@proskauer.com

William Majeski **Correspondent Name:** Proskauer Rose LLP Address Line 1: Address Line 2: Eleven Times Square

Address Line 4: New York, NEW YORK 10036-8299

ATTORNEY DOCKET NUMBER:	11668-226
NAME OF SUBMITTER:	William Majeski
SIGNATURE:	/William Majeski/
DATE SIGNED:	03/01/2017

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of March 1, 2017 (this "<u>Agreement</u>"), is made by Consumer Safety Technology, LLC (the "<u>Grantor</u>"), a Delaware limited liability company with a place of business located at 11035 Aurora Avenue, Urbandale, Iowa 50322 in favor of Ares Capital Corporation, a Maryland corporation with a place of business located at 245 Park Avenue, 44th Floor New York, NY 10167 as Administrative Agent for the Secured Parties (in such capacity and together with its successors and assigns in such capacity, the "<u>Administrative Agent</u>").

WHEREAS, the Grantor entered into a Guarantee and Collateral Agreement dated as of March 1, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"; capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Collateral Agreement), among the Grantor and each of the other grantors from time to time party thereto and the Administrative Agent, pursuant to which the Grantor granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined below); and

WHEREAS, pursuant to the Collateral Agreement, the Grantor agreed to execute and deliver this Agreement, in order to record the security interest granted to the Agent for the benefit of the Secured Parties with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Agent as follows:

SECTION 1. Grant of Security Interest. The Grantor hereby grants to the Agent, for the benefit of the Secured Parties, a security interest in the U.S. federal trademark registrations and applications set forth on Schedule A hereto, including all goodwill associated therewith and symbolized thereby and all proceeds and products thereof and all rights to sue for past, present and future infringements or other violations thereof (collectively, the "Trademark Collateral"). Notwithstanding the foregoing, no Lien or security interest shall be deemed granted on or in any "intent to use" trademark applications for which a statement of use has not been filed and accepted with the U.S. Patent and Trademark Office.

SECTION 2. <u>Security Agreement</u>. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Collateral Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the 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 that any provision of this Agreement is deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall control.

SECTION 3. <u>Recordation</u>. The Grantor authorizes and requests that the Director of the United States Patent and Trademark Office and any other applicable government officer record this Agreement.

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SECTION 4. <u>Governing Law</u>. This Agreement and the rights and obligations of the parties hereunder and all claims and controversies arising out of the subject matter hereof shall be governed by the laws of the State of New York, without regard to its conflicts of law provisions.

SECTION 5. <u>Counterparts</u>. This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

TRADEMARK REEL: 006003 FRAME: 0082 IN WITNESS WHEREOF, the Grantor has caused this Agreement to be executed and delivered as of the date first set forth above.

CONSUMER SAFETY TECHNOLOGY,

LLC

By:

Name: Aaron Forrester

Title: Chief Financial Officer

Accepted and Agreed:

ARES CAPITAL CORPORATION,

as Administrative Agent

Name:

ion Fitzg**arait**i

Title:

As horized Standary

[Signature Page to Trademark Security Agreement]

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SCHEDULE A TO TRADEMARK SECURITY AGREEMENT

U.S. TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark	Status	Serial Number	Registration #	Owner	Filing Date
INTOXALOCK ELERT	Registered 6-year Affidavit of Use due 4/7/2021	85353977	4716659	Consumer Safety Technology, LLC	6/23/2011
INTOXALOCK	Registered/ Renewed §§8&15 accepted/ackno wledged Renewal due 5/23/2026	78641002	3095460	Consumer Safety Technology, LLC	6/1/2005

RECORDED: 03/01/2017

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