

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM421791

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SAFE-GUARD PRODUCTS INTERNATIONAL, LLC		03/30/2017	Limited Liability Company: GEORGIA
RECEIVING PARTY DATA			
Name:	UBS AG, STAMFORD BRANCH, AS COLLATERAL AGENT		
Street Address:	600 WASHINGTON BLVD.		
City:	STAMFORD		
State/Country:	CONNECTICUT		
Postal Code:	06901		
Entity Type:	BANK: SWITZERLAND		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	5011469	ONE COMPANY. ONE SOLUTION.	
Registration Number:	4977295	ONE COMPANY. ONE SOLUTION.	
Registration Number:	4977294	ONE COMPANY. ONE SOLUTION.	
Registration Number:	5058216	PRECISION CARE	
Registration Number:	3996247	SAFE-GUARD	
Registration Number:	3996246	SAFE-GUARD	
Registration Number:	3904179	SAFE-GUARD	
Registration Number:	4005642	SAFE-GUARD PRODUCTS INTERNATIONAL, LLC	
Registration Number:	4005641	SAFE-GUARD PRODUCTS INTERNATIONAL, LLC	
Registration Number:	4005639	SAFE-GUARD PRODUCTS INTERNATIONAL, LLC	
Registration Number:	4099823	SAFE-DRIVE	
Registration Number:	4461702	ULTIMATE VEHICLE PROTECTION	
Registration Number:	4461704	ULTIMATE VEHICLE PROTECTION PLUS	
CORRESPONDENCE DATA			
Fax Number:	7147558290		
<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>			
Email:	IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM		
Correspondent Name:	LATHAM & WATKINS LLP		
TRADEMARK			

OP \$340.00 5011469

Address Line 1: 650 Town Center Drive, Suite 2000
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER: 029217-0322

NAME OF SUBMITTER: KRISTIN J AZCONA

SIGNATURE: /kja/

DATE SIGNED: 03/30/2017

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT dated as of March 30, 2017, (this "Agreement"), made by **SAFE-GUARD PRODUCTS INTERNATIONAL, LLC**, a Georgia limited liability company (the "Grantor") and **UBS AG, STAMFORD BRANCH**, as collateral agent (in such capacity, the "Collateral Agent").

Reference is made to (a) the Intellectual Property Security Agreement dated as of March 30, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among GUARD HOLDING CORP., a Delaware corporation (the "Parent"), SG ACQUISITION, INC., a Delaware corporation (the "Borrower") and the other Grantors (as defined therein) from time to time party thereto, in favor of the Collateral Agent and (b) the Credit Agreement dated as of March 30, 2017 (as amended, supplemented or otherwise modified, refinanced and/or restated from time to time, the "Credit Agreement"), among the Borrower, the Parent, the other Guarantors from time to time party thereto, UBS AG, STAMFORD BRANCH, as the Administrative Agent and the Collateral Agent, each lender from time to time party thereto (collectively, the "Lenders" and individually, a "Lender") and the other agents named therein. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantor is an affiliate of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement and if not defined therein, in the Credit Agreement. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, including the Guaranty, the Grantor, pursuant to the Security Agreement, hereby assigns, pledges and grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

all of the following now owned or hereafter acquired by the Grantor arising under the laws of the United States or any political subdivision thereof;

(a) all trademarks, service marks, trade names, domain names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general indicators of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith,

including registrations and registration applications in the United States Patent and Trade-mark Office or any similar offices in any State of the United States, and all extensions or renewals thereof, including those listed on Schedule I, and all rights to sue or otherwise recover for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof, and to the extent not otherwise included, all Proceeds and products of any and all of the foregoing, including license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto, and all collateral security and guarantees given by any Person with respect to any of the foregoing, and all other rights of any kind accruing thereunder or pertaining thereto throughout the world (the "Trademarks"), and

(b) all goodwill associated with or symbolized by the Trademarks;

provided that applications in the United States Patent and Trademark Office to register Trademarks on the basis of the Grantor's "intent-to-use" such Trademarks will be deemed to be excluded from the Trademark Collateral prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application or any registration issuing therefrom under applicable Laws of the United States; and *provided further that*, upon the filing of a "Statement of Use" or "Amendment to Allege Use" with respect to any such application, the Trademark that is the subject of such application shall be automatically subject to the security interest granted herein and deemed to be included in the Trademark Collateral.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark 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. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.


[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

SAFE-GUARD PRODUCTS
INTERNATIONAL, LLC,
as the Grantor

By: 
Name: Alan R. Barkowitz
Title: Chief Executive Officer

UBS AG, STAMFORD BRANCH
as the Collateral Agent

By: 
Name: _____
Title: _____

Craig Pearson
Associate Director
Marketing Product Services, US

By: 
Name: _____
Title: _____


Darlene Arias
Director

[Signature Page to First Lien Trademark Security Agreement]

Schedule I

United States Trademarks and Trademark Applications

<u>Owner</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Country</u>
Safe-Guard Products International, LLC	ONE COMPANY. ONE SOLUTION.	5,011,469	U.S.
Safe-Guard Products International, LLC	ONE COMPANY. ONE SOLUTION.	4,977,295	U.S.
Safe-Guard Products International, LLC	ONE COMPANY. ONE SOLUTION.	4,977,294	U.S.
Safe-Guard Products International, LLC	PRECISION CARE	5,058,216	U.S.
Safe-Guard Products International, LLC	SAFE-GUARD	3,996,247	U.S.
Safe-Guard Products International, LLC	SAFE-GUARD	3,996,246	U.S.
Safe-Guard Products International, LLC	SAFE-GUARD	3,904,179	U.S.
Safe-Guard Products International, LLC	<p>SAFE-GUARD Products International, LLC</p> 	4,005,642	U.S.
Safe-Guard Products International, LLC	<p>SAFE-GUARD Products International, LLC</p> 	4,005,641	U.S.

<u>Owner</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Country</u>
Safe-Guard Products International, LLC	SAFE-GUARD Products International, LLC 	4,005,639	U.S.
Safe-Guard Products International, LLC	SAFE-DRIVE	4,099,823	U.S.
Safe-Guard Products International, LLC	ULTIMATE VEHICLE PROTECTION	4,461,702	U.S.
Safe-Guard Products International, LLC	ULTIMATE VEHICLE PROTECTION PLUS	4,461,704	U.S.