

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM426365

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GRAN QUARTZ, L.P.		05/05/2017	Limited Partnership: GEORGIA
RECEIVING PARTY DATA			
Name:	Antares Capital LP, as Agent		
Street Address:	500 W Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 26			
Property Type	Number	Word Mark	
Registration Number:	4720338	MUDSLINGER	
Registration Number:	4720345	MUDSLINGER	
Registration Number:	4723262	COPPERHEAD	
Registration Number:	4839514	HANDS-FREE PROFILE	
Registration Number:	4142366	RIVAL	
Registration Number:	3799208	RIVAL	
Registration Number:	3799213	RIVAL	
Registration Number:	3958698	SEQUENCE APPLIED DIAMOND TECHNOLOGY	
Registration Number:	3774688	RIVAL	
Registration Number:	3774686	RIVAL	
Registration Number:	3708383	MACHETE	
Registration Number:	3708384	BLACK MAGIC	
Registration Number:	3956106		
Registration Number:	3669365	MAGNUM	
Registration Number:	3962264	RIVAL	
Registration Number:	3572446	DIA-PRO	
Registration Number:	3539656	PRO SERIES	
Registration Number:	3471744	LEGEND	
Registration Number:	3471741	MONGOOSE	

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Property Type	Number	Word Mark
Registration Number:	3471742	ASSASSIN
Registration Number:	3475648	GRANQUARTZ
Registration Number:	2882239	SURFACE PRO
Registration Number:	2531544	DIA REX
Serial Number:	87049320	NITRO ONE SHOT
Serial Number:	86965401	RIVAL BOND
Serial Number:	86965375	NITROINTENSE

CORRESPONDENCE DATA

Fax Number: 3125774565

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: 3125778265

Email: kristin.brozovic@kattenlaw.com

Correspondent Name: Kristin Brozovic C/O Katten

Address Line 1: 525 W Monroe Street

Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	387132-360
NAME OF SUBMITTER:	Kristin Brozovic
SIGNATURE:	/Kristin Brozovic/
DATE SIGNED:	05/05/2017

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of May 5, 2017, is made by **GRAN QUARTZ, L.P.**, a Georgia limited partnership (the "Grantor"), in favor of Antares Capital LP ("Antares Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of May 5, 2017 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, Holdings, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and Antares Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the 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 the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the 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 the Agent for the benefit of the Secured Parties, and grants to the 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 IP Licenses providing for the grant 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 Liabilities 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 the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees 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 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 be solely authority for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder, as it deems appropriate.

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.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[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.

Very truly yours,

GRAN QUARTZ, L.P., a Georgia limited partnership,
as Grantor

By: Gran Quartz Trading, LLC, its General Partner

By: _____

Name: Jackson Clay Hupter

Title: President

Trademark Security Agreement (Pearlman)

TRADEMARK
REEL: 006051 FRAME: 0378

ACKNOWLEDGED AND AGREED
as of the date first above written:

ANTARES CAPITAL LP, as Agent

K. Craig Gallehugh

By: _____

Name: K. Craig Gallehugh

Title: Duly Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

1. Registered Trademarks

Trademark	Application No.	Application Date	Registration No.	Registration Date
MUDSLINGER	86388232	9/8/14	4720338	4/14/15
MUDSLINGER	86388284	9/8/14	4720345	4/14/15
COPPERHEAD	86388026	9/8/14	4723262	4/21/15
HANDS-FREE PROFILE	86378513	8/17/14	4839514	10/27/15
RIVAL	85427233	9/20/11	4142366	5/15/12
RIVAL	77849279	10/15/09	3799208	6/8/10
RIVAL	77849319	10/15/09	3799213	6/8/10
SEQUENCE APPLIED DIAMOND TECHNOLOGY	77818536	9/2/09	3958698	5/10/11
RIVAL	77816859	8/31/09	3774688	4/13/10
RIVAL	77816841	8/31/09	3774686	4/13/10
MACHETE	77716414	4/17/09	3708383	11/10/09
BLACK MAGIC	77716418	4/17/09	3708384	11/10/09
Design Only	77714636	4/15/09	3956106	5/3/11
MAGNUM	77674455	2/20/09	3669365	8/18/09
RIVAL	77655491	1/23/09	3962264	5/17/11
DIA-PRO	77514482	7/3/08	3572446	2/10/09
PRO SERIES	77348188	12/10/07	3539656	12/2/08
LEGEND	77348208	12/10/07	3471744	7/22/08
MONGOOSE	77348187	12/10/07	3471741	7/22/08
ASSASSIN	77348189	12/10/07	3471742	7/22/08

Trademark	Application No.	Application Date	Registration No.	Registration Date
GRANQUARTZ	77346900	12/7/07	3475648	7/29/08
SURFACE PRO	76315941	9/24/01	2882239	9/7/04
DIA REX	76057554	5/26/00	2531544	1/22/02

2. Trademark Applications

Trademark	Application No.	Application Date	Registration No.	Registration Date
NITRO ONE SHOT	87049320	5/25/16	N/A	N/A
RIVAL BOND	86965401	4/5/16	N/A	N/A
NITROINTENSE	86965375	4/5/16	N/A	N/A