

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM439320

<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>
PRES, INC.		06/28/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CALLIDUS CAPITAL CORPORATION		
<b>Street Address:</b>	181 Bay Street, Suite 4620, Bay Wellington Tower		
<b>Internal Address:</b>	Brookfield Place, PO Box 792		
<b>City:</b>	Toronto, Ontario		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5J 2T3		
<b>Entity Type:</b>	Corporation: CANADA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2705062	SENTRY	
<b>Registration Number:</b>	4376601	HORSBURGH & SCOTT	
<b>Registration Number:</b>	4715984	GEAR UP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9733257467		
<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>Phone:</b>	9732437902		
<b>Email:</b>	efeatherman@lawfirm.ms		
<b>Correspondent Name:</b>	Elizabeth Featherman		
<b>Address Line 1:</b>	3 Becker Farm Road, Suite 105		
<b>Address Line 4:</b>	Roseland, NEW JERSEY 07068		
<b>NAME OF SUBMITTER:</b>	Elizabeth Featherman		
<b>SIGNATURE:</b>	/Elizabeth Featherman/		
<b>DATE SIGNED:</b>	08/15/2017		
<b>Total Attachments: 6</b>			
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## TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement (this "Agreement") dated as of June 28, 2017 by and between PRES, INC., a Delaware corporation (the "Grantor"), having its chief executive office at 5114 Hamilton Avenue, Cleveland, Ohio 44114 and CALLIDUS CAPITAL CORPORATION (the "Lender"), with offices at 181 Bay Street, Suite 4620, Bay Wellington Tower, Brookfield Place, P.O. Box 792, Toronto, ON M5J 2T3.

This Agreement is executed pursuant to the terms of (a) the Loan Agreement dated of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") by and among The Horsburgh & Scott Co., a Delaware corporation ("H&S"), Horsburgh & Scott-Canada Ltd., a corporation existing under the laws of the Province of New Brunswick ("H&S - Canada" and together with H&S, each individually a "Borrower", and collectively, jointly and severally, the "Borrowers") on the one hand, and Lender, on the other hand and (b) the Guaranty and Security Agreement dated of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty Agreement") made by the Grantor, *inter alia*, in favor of the Lender. Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Loan Agreement or the Guaranty Agreement, as applicable.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Lender a security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

- (i) all Trademarks and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark of the Grantor (excluding trademark applications for which Grantor has not filed and had accepted under Applicable Law a "Statement of Use" or "Amendment to Allege Use"), including, without limitation, each Trademark listed on Schedule A;
- (ii) each Trademark License (excluding any Excluded IP License) and all Licensee Proceeds under each Trademark License, including, without limitation, each Trademark License listed on Schedule B;
- (iii) all claims by the Grantor against third parties for (a) past, present or future infringement or dilution of any Trademark, including, without limitation, any Trademark listed on Schedule A or under any Trademark licensed under any Trademark License including, without limitation, any Trademark License listed on Schedule B, (b) injury to the goodwill associated with any Trademark or (c) breach or enforcement of any Trademark License; and
- (iv) all products and proceeds of the foregoing.

The rights and remedies of the Lender with respect to the security interest granted herein are without prejudice to, and are in addition to, those set forth in the Collateral Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions

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Trademark Security Agreement

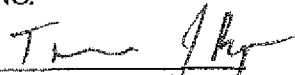
of this Agreement are deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall govern.

Termination. At such time as all of the Secured Obligations have been paid and satisfied in full in cash and the Commitments terminated, the Collateral shall be released from this Trademark Security Interest Agreement and any Liens related hereto. At the request and sole expense of any Grantor following any such termination, the Lender shall execute and deliver to such Grantor such documents (in form and substance reasonably satisfactory to the Lender) as such Grantor may reasonably request to evidence such termination.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

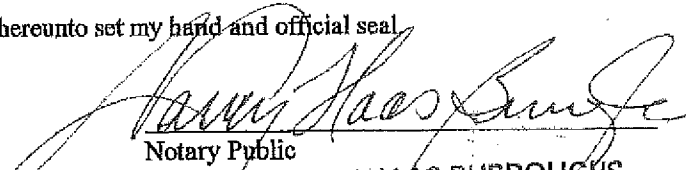
PRES, INC.

By:   
Name: TERENCE J. RYAN  
Title: Chief Executive Officer

STATE OF [OHIO],  
COUNTY OF Cuyahoga, SS:

On this 28<sup>th</sup> day of June, 2017, before me, a Notary Public in and for said County and State, personally appeared Terence J. Ryan known to me to be the person who as Chief Executive Officer of PRES, Inc., the corporation which executed the foregoing instrument, signed the same, and acknowledged to me that he did so sign said instrument in the name and upon behalf of said corporation as such officer, and by authority of a resolution of its board of directors; and that the same is his free act and deed as such officer, and the free and corporate act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal

  
Notary Public

NANCY HAAS BURROUGHS  
ATTORNEY AT LAW  
Notary Public, State of Ohio  
My Commission Does Not Expire

Callidus Capital Corporation

By:   
Name: **David Reese**  
Title: **President & Chief Operating Officer**

By:   
Name: **Dan Nohdomi**  
Title: **CFO**

We have authority to bind the  
Corporation.

[Trademark Security Agreement]

Schedule A to Trademark Security Agreement

TRADEMARKS

	Serial Number	Reg. Number	Word Mark	Status	Assignment/Security Interest
1	76011519	2,705,062	SENTRY	Registered	Callidus Capital Corporation
		4,376,601			
		4,715,984			

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Trademark Security Agreement

TRADEMARK  
REEL: 006130 FRAME: 0060

Schedule B to Trademark Security Agreement

TRADEMARK LICENSES

None.

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