

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM439351

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Gemini Acquisition Holdings LLC		08/15/2017	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	KeyBank National Association		
Street Address:	127 Public Square		
Internal Address:	Attn: Asset Based Lending		
City:	Cleveland		
State/Country:	OHIO		
Postal Code:	44114		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	3202048	STACKER BRACKET	
Registration Number:	3126378	GUARDIAN FALL PROTECTION	
Registration Number:	3339529	SAFER SMARTER BETTER	
Registration Number:	3871823	BASEMATE	
Registration Number:	3589845	F	
Registration Number:	2530551	SHINGLESHARK	
Registration Number:	2537204	SHINGLESHARK	
Registration Number:	2315295	BEAMER	
Registration Number:	2273478	GUARDIAN	
Registration Number:	1867985	QC QUAL CRAFT	
Registration Number:	1891934	QUAL-CRAFT	
CORRESPONDENCE DATA			
Fax Number:	2165665800		
<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>			
Phone:	2165665791		
Email:	Jennifer.Hardy@thompsonhine.com		
Correspondent Name:	Thomas R. Butchko, Esq.		

OP \$290.00 3202048

Address Line 1: 3900 Key Center
Address Line 2: 127 Public Square
Address Line 4: Cleveland, OHIO 44114

NAME OF SUBMITTER: Thomas R. Butchko

SIGNATURE: /s/ Thomas R. Butchko

DATE SIGNED: 08/15/2017

Total Attachments: 5

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as the same may from time to time be amended, restated or otherwise modified, this “Agreement”) is made effective as of the 15th day of August, 2017, by GEMINI ACQUISITION HOLDINGS LLC, a Delaware limited liability company (“Pledgor”), in favor of KEYBANK NATIONAL ASSOCIATION, a national banking association (“Lender”).

1. Recitals.

Safety US Holdings Corp., a Delaware corporation, and each Subsidiary Borrower, as defined in the Credit Agreement, as hereinafter defined (together with their respective successors and assigns, collectively, “Borrowers” and, individually, each a “Borrower”), are entering into that certain Credit and Security Agreement, dated as of August 15, 2017, with Lender (as the same may from time to time be amended, restated or otherwise modified, the “Credit Agreement”). Pledgor desires that Lender grant to Borrowers the financial accommodations as described in the Credit Agreement.

Pledgor, a direct or indirect subsidiary of one or more Borrowers whose financing is provided by the Loans and Letters of Credit, deems it to be in the direct pecuniary and business interests of Pledgor that Borrowers obtain from Lender the Commitment, the Loans and Letters of Credit provided for in the Credit Agreement.

Pledgor understands that Lender is willing to enter into the Credit Agreement and grant the financial accommodations provided for in the Credit Agreement only upon certain terms and conditions, one of which is that Pledgor grant to Lender a security interest in the Collateral, as hereinafter defined, and this Agreement is being executed and delivered in consideration of Lender entering into the Credit Agreement and each financial accommodation granted to Borrowers by Lender, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

2. Definitions. Except as specifically defined herein, (a) capitalized terms used herein that are defined in the Credit Agreement shall have their respective meanings ascribed to them in the Credit Agreement, and (b) unless otherwise defined in the Credit Agreement, terms that are defined in the U.C.C. are used herein as so defined. As used in this Agreement, the following terms shall have the following meanings:

“Collateral” means, collectively, all of Pledgor’s existing and future right, title and interest in, to and under the Owned Intellectual Property, including, but not limited to, those listed on Schedule 1 hereto, and Proceeds thereof; provided that such Collateral shall not include any Excluded Property.

“Security Agreement” means that certain Security Agreement, dated as of August 15, 2017, by and among Gemini Acquisition Holdings LLC, a Delaware limited liability company, as a pledgor, the other pledgors named therein and Lender, as the same may from time to time be amended, restated or otherwise modified.

3. Grant of Security Interest. In consideration of and as security for the full and complete payment of all of the Obligations, Pledgor hereby grants to Lender (and any affiliate of Lender that holds any Obligations) a security interest in all of the Collateral.

4. Requested Recordation. Pledgor expressly acknowledges that Lender shall record this Agreement with the United States Patent and Trademark Office or the United States Copyright Office, as appropriate. Pledgor authorizes and requests that the Register of Copyrights or the Commissioner of Patents and Trademarks, as the case may be, to file and record this Agreement in order to publicly reflect the interests of Lender in the Collateral.

5. Termination. Unless otherwise agreed in writing by Pledgor and Lender, the security interests granted herein will terminate (and all rights to the Collateral will revert to each of the Pledgors) in accordance with Section 26 of the Security Agreement.

6. Inconsistencies. This Agreement has been entered into in conjunction with the provisions of, and the security interest granted to Lender under, the Security Agreement. This Agreement is subject in all respects to the terms and provisions of the Security Agreement, including, but not limited to, Pledgor's obligations, representations, warranties and covenants relating to the Collateral. Pledgor acknowledges and agrees that the obligations, representations, warranties and covenants contained in the Security Agreement shall not be superseded hereby but shall remain in effect to the extent provided therein. In the event of any conflict or inconsistency between the terms of the Security Agreement and the terms hereof, the terms of the Security Agreement shall govern.

7. Governing Law; Submission to Jurisdiction. The provisions of this Agreement and the respective rights and duties of Pledgor and Lender hereunder shall be governed by and construed in accordance with New York law. Pledgor hereby irrevocably submits to the non-exclusive jurisdiction of any New York state or federal court sitting in New York County, New York, over any action or proceeding arising out of or relating to this Agreement, any Loan Document or any Related Writing, and Pledgor hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such New York state or federal court. Pledgor hereby irrevocably waives, to the fullest extent permitted by law, any objection it may now or hereafter have to the laying of venue in any such action or proceeding in any such court as well as any right it may now or hereafter have to remove such action or proceeding, once commenced, to another court on the grounds of FORUM NON CONVENIENS or otherwise. Pledgor agrees that a final, nonappealable judgment in any such action or proceeding in any state or federal court in the State of New York shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

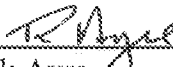
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JURY TRIAL WAIVER. PLEDGOR, TO THE EXTENT PERMITTED BY LAW, HEREBY WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, AMONG BORROWERS, PLEDGOR AND LENDER, OR ANY THEREOF, ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED AMONG THEM IN CONNECTION WITH THIS AGREEMENT OR ANY NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith OR THE TRANSACTIONS RELATED THERETO.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Agreement as of the date first set forth above.

GEMINI ACQUISITION HOLDINGS LLC

By: 
Rick Ayre
Vice President

SCHEDULE 1

TRADEMARKS AND SERVICE MARKS:

Reg. Number	Mark	Owner
3202048	STACKER BRACKET	Gemini Acquisition Holdings LLC by assignment from GF Protection Inc. dba Guardian Fall Protection
3126378	GUARDIAN FALL PROTECTION	Gemini Acquisition Holdings LLC by assignment from GF Protection Inc.
3339529	SAFER SMARTER BETTER	Gemini Acquisition Holdings LLC by assignment from GF Protection Inc. dba Guardian Fall Protection
3871823	BASEMATE	Gemini Acquisition Holdings LLC by assignment from GF Protection Inc. dba Guardian Fall Protection
3589845	F	Gemini Acquisition Holdings LLC by assignment from GF Protection Inc. dba Guardian Fall Protection
2530551	SHINGLESARK	Gemini Acquisition Holdings LLC by assignment from GF Protection Inc. dba Guardian Fall Protection
2537204	SHINGLESARK	Gemini Acquisition Holdings LLC by assignment from GF Protection Inc. dba Guardian Fall Protection
2315295	BEAMER	Gemini Acquisition Holdings LLC by assignment from GF Protection Inc.
2273478	GUARDIAN	Gemini Acquisition Holdings LLC by assignment from GF Protection Inc.
1867985	QUAL-CRAFT	Gemini Acquisition Holdings LLC by assignment from GF Protection Inc. dba Guardian Fall Protection (by assignment)
1891934	QUAL-CRAFT	Gemini Acquisition Holdings LLC by assignment from GF Protection Inc. dba Guardian Fall Protection (by assignment)
2315295	BEAMER	Gemini Acquisition Holdings LLC by assignment from GF Protection Inc. by assignment from Guardian Metal Products, Inc.
2273478	GUARDIAN	Gemini Acquisition Holdings LLC by assignment from GF Protection Inc. by assignment from Guardian Metal Products, Inc.

PATENTS:

Patent Number	Description	Owner
RE37,394	“Safety Vest” (Reissue of 6,035,440 below)	Gemini Acquisition Holdings LLC by assignment from Guardian Fall Protection, Inc.
6,035,440	“Safety Vest”	Gemini Acquisition Holdings LLC by assignment from Guardian Fall Protection, Inc.

Patent Number	Description	Owner
6,009,973	“Slidable Anchor Point Fixture for Rails”	Gemini Acquisition Holdings LLC by assignment from Guardian Metal Products, Inc.
5,259,478	“Pump Jack with Release Mechanism”	Gemini Acquisition Holdings LLC by assignment from GF Protection Inc. dba Guardian Fall Protection
5,909,783	“Motorized Scaffold Hoisting Apparatus”	Gemini Acquisition Holdings LLC by assignment from GF Protection Inc.
6,666,298	“Hanging Scaffold Support”	Gemini Acquisition Holdings LLC by assignment from GF Protection Inc.
D492,892	“Hanging Scaffold Support”	Gemini Acquisition Holdings LLC by assignment from GF Protection Inc.
2009/0260922 A1 (Published application — 12/148,883)	“Distance Limiting Self-Retractable Lifeline”	Gemini Acquisition Holdings LLC by assignment from GF Protection Inc.