

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM441054

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pacific Safety Products Inc.		08/25/2017	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Agent		
Street Address:	300 Galleria Parkway, Suite 800		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30339		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2660555	GATOR HAWK ARMOR	
Registration Number:	3699641	GH ARMOR SYSTEMS	
Registration Number:	2352993	PACIFIC EMERGENCY PRODUCTS	
Registration Number:	3913153	PSP	
Registration Number:	3146288	TALON	
Serial Number:	87362139	TALONX	
CORRESPONDENCE DATA			
Fax Number:	4045228409		
<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:	404-420-5527		
Email:	rjk@phrd.com		
Correspondent Name:	Rhonda J. Kenyeri, Paralegal		
Address Line 1:	303 Peachtree Street, Suite 3600		
Address Line 4:	Atlanta, GEORGIA 30308		
NAME OF SUBMITTER:	Bobbi Accord Noland		
SIGNATURE:	/ban/		
DATE SIGNED:	08/29/2017		
Total Attachments: 8			

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Agreement") is made as of this 25th day of August, 2017, between **BANK OF AMERICA, N.A.**, a national banking association, in its capacity as agent for the Lenders (as hereinafter defined) having an office at 300 Galleria Parkway, N.W., Suite 800, Atlanta, Georgia 30339 (together with its successors in such capacity, "Agent") and **PACIFIC SAFETY PRODUCTS INC.**, a Canadian corporation, having an address at 124 Fourth Avenue, Arnprior, Ontario K7S 0A9 (the "Company").

Recitals:

MAUI ACQUISITION CORP., a Delaware corporation ("Holdings"), **SAFARILAND, LLC**, a Delaware limited liability company and successor by merger to each of Rogers Holster Co., LLC, a Florida limited liability company, HolsterOps, LLC, a Florida limited liability company, and Tactical Command Industries, Inc., a California corporation ("Safariland"), **SAFARILAND GLOBAL SOURCING, LLC**, a Delaware limited liability company ("Global Sourcing"), **HORSEPOWER, LLC**, a Delaware limited liability company ("Horsepower"), **MUSTANG SURVIVAL HOLDINGS, INC.**, a Delaware corporation ("Mustang Holdings"), **MUSTANG SURVIVAL, INC.**, a Washington corporation ("Mustang Survival"), **MUSTANG SURVIVAL MFG, INC.**, a Delaware corporation ("Mustang Manufacturing"), **MED-ENG, LLC**, a Delaware limited liability company ("Med-Eng"), **SENCAN HOLDINGS, LLC**, a Delaware limited liability company ("Sencan Holdings"), **ATLANTIC TACTICAL, INC.**, a Pennsylvania corporation and successor by merger to Atlantic Tactical of New Jersey Inc., a New Jersey corporation ("ATI"), **VIEVU, LLC**, a Washington limited liability company ("Vievu"), **LAWMEN'S DISTRIBUTION, LLC**, a Delaware limited liability company ("Lawmen's"), **SAFARILAND DISTRIBUTION, LLC**, a Delaware limited liability company ("Distribution"), **UNITED UNIFORM DISTRIBUTION, LLC**, a Delaware limited liability company ("UUD"), **GH ARMOR SYSTEMS INC.**, a Delaware corporation ("GH Armor" and, together with Holdings, Safariland, Global Sourcing, Horsepower, Mustang Holdings, Mustang Survival, Mustang Manufacturing, Med-Eng, Sencan Holdings, ATI, Vievu, Lawmen's, Distribution and UUD, collectively, "U.S. Borrowers"), **MUSTANG SURVIVAL ULC**, a British Columbia unlimited liability company ("Canadian Borrower"; together with U.S. Borrowers, collectively, "Borrowers"), **MED-ENG HOLDINGS ULC**, a British Columbia unlimited liability company ("Med-Eng ULC"), Company, and each other subsidiary of Holdings from time to time party thereto, the financial institutions party thereto from time to time as lenders (collectively, "Lenders"), and Agent have entered into a Second Amended and Restated Loan and Security Agreement dated as of November 18, 2016 (as at any time amended, restated, supplemented or otherwise modified, the "Loan Agreement") by and among Borrowers, Med-Eng ULC, Pacific Safety, Agent and Lenders.

Lenders are willing to continue to make loans and other financial accommodations to Borrowers from time to time pursuant to the terms of the Loan Agreement, provided that Company executes this Agreement.

NOW, THEREFORE, for Ten Dollars (\$10.00) in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company hereby agrees with Agent as follows:

1. Capitalized terms used herein (including those used in the Recitals hereto), unless otherwise defined, shall have the meanings ascribed to them in the Loan Agreement.
2. To secure the prompt payment and performance of all of the Obligations, Company hereby grants, assigns and pledges to Agent, for the benefit of the Secured Parties, a continuing security

interest in and Lien upon all of the following property of Company, whether now existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all trademarks, trademark registrations, trade names and trademark applications, including, without limitation, the trademarks and applications listed on Exhibit A attached hereto and made a part hereof (as the same may be amended from time to time), and (i) all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, and (iii) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trademark registrations, trade names and applications, together with the items described in clauses (i)-(iii), collectively, the "Trademarks");

(b) the goodwill of Company's business connected with and symbolized by the Trademarks; and

(c) all proceeds of the foregoing.

3. Company represents and warrants to Agent that:

(a) Each of the Trademarks that is registered is subsisting and none of the Trademarks have been adjudged invalid or unenforceable;

(b) Upon filing of a UCC financing statement which names Company as debtor, Agent as secured party and the Trademark Collateral as collateral with the Delaware Department of State and filing this Agreement in the United States Patent and Trademark Office, this Agreement will create a legal, valid and perfected Lien upon and security interest in the Trademark Collateral that is registered in the United States Patent and Trademark Office and that is listed on Exhibit A attached hereto, enforceable against Company and all third Persons in accordance with its terms;

(c) Company has the unqualified right to enter into this Agreement and perform its terms;

(d) Each of the registered Trademarks is valid and enforceable in the United States; and

(e) Company is the sole and exclusive owner of the entire right, title and interest in and to all of the material Trademark Collateral, free and clear of any Liens, charges and encumbrances (except Permitted Liens and licenses permitted pursuant to the Loan Agreement), including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by Company not to sue third Persons.

4. Company covenants and agrees with Agent that:

(a) Except for changes in quality of products to be made in the Ordinary Course of Business, Company will maintain the quality of the products associated with the Trademarks, at a level consistent with the quality at the time of this Agreement;

(b) Except for changes in quality of products to be made in the Ordinary Course of Business, Company will not materially change the quality of the products associated with the Trademarks without Agent's prior written consent; and

(c) Except for Trademarks abandoned by Company in the Ordinary Course of Business (provided such abandonment could not be reasonably expected to have a Material Adverse Effect), Company has used and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the registered Trademarks, including, without limitation, filing an affidavit of use with the United States Patent and Trademark Office and any applicable foreign filing office for each registered Trademark as required by Applicable Law to maintain the registration thereof without loss of protection therefor.

5. Company hereby grants to Agent and Agent's employees and agents, the visitation, audit, and inspection rights with respect to Company and the Trademark Collateral as set forth in the Loan Agreement.

6. If, before Full Payment of all of the Obligations, Company shall obtain rights to any new Trademarks material to the Company, or become entitled to the benefit of any trademark application or trademark or any renewal of any Trademark, the provisions of paragraph 2 hereof shall automatically apply thereto, and Company shall give to Agent prompt notice thereof in writing.

7. Company irrevocably authorizes and empowers Agent to modify this Agreement by amending Exhibit A to include any future trademarks and trademark applications under paragraph 2 or paragraph 6 hereof (it being understood and agreed that Agent will endeavor to use commercially reasonable efforts to give Company three Business Days' prior written notice before filing any amendment with the United States Patent and Trademark Office).

8. At any time that an Event of Default exists, Agent shall have, in addition to all other rights and remedies given it by this Agreement and the other Loan Documents, all rights and remedies under Applicable Law and all rights and remedies of a secured party under the UCC and all other rights and remedies under any other Applicable Law. Without limiting the generality of the foregoing, at any time an Event of Default exists, Agent may immediately, for the benefit of Secured Parties, without demand of performance and without notice (except as described in the next sentence, if required by Applicable Law), or demand whatsoever to Company, each of which Company hereby expressly waives, collect directly any payments due Company in respect of the Trademark Collateral, or sell at public or private sale or otherwise realize upon all or from time to time, any of the Trademark Collateral. Company hereby agrees that ten (10) days written notice to Company of any public or private sale or other disposition of any of the Trademark Collateral shall be reasonable notice; provided, however, that no notice shall be required hereunder if not otherwise required by Applicable Law. At any such sale or disposition, Agent may, to the extent permitted by law, purchase the whole or any part of the Trademark Collateral sold, free from any right of redemption on the part of Company, which right Company hereby waives and releases. After deducting from the proceeds of such sale or other disposition of the Trademark Collateral all reasonable costs and expenses incurred by Agent in enforcing its rights hereunder (including, without limitation, all reasonable attorneys' fees), Agent shall apply the remainder of such proceeds to the payment of the Obligations in such order and manner as may be authorized or required by the Loan Agreement. Any remainder of the proceeds after Full Payment of the Obligations shall be paid over to Company. If any deficiency shall arise, Company and each guarantor of the Obligations shall remain jointly and severally liable therefor.

9. Company hereby makes, constitutes and appoints Agent and any officer or agent of Agent as Agent may select, as Company's true and lawful attorney-in-fact, with full power to do any or all of the following if an Event of Default shall exist: to endorse Company's name on all applications, documents, papers and instruments necessary for Agent to continue the registration of or to use the Trademarks, or to grant or issue any exclusive or nonexclusive license (subject to any then existing licenses) under the Trademarks to any other Person, or to assign, pledge, convey or otherwise transfer title

in or dispose of any Trademark Collateral to any other Person. Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable until Full Payment of the Obligations.

10. Section 3.4 of the Loan Agreement is incorporated herein *mutadis mutandis*, as if a part hereof.

11. Company shall promptly after obtaining knowledge thereof notify Agent in writing of the assertion of any Intellectual Property Claim that could reasonably be expected to have a Material Adverse Effect. Company shall have the duty, through counsel acceptable to Agent, to prosecute diligently any trademark application for a Trademark pending as of the date of this Agreement or thereafter until Full Payment of the Obligations, to make federal application on registrable but unregistered Trademarks (subject to Company's reasonable discretion in the ordinary course of business or, during the existence of an Event of Default or a Default, promptly upon Agent's request), to file and prosecute opposition and cancellation proceedings, to file and prosecute lawsuits to protect each Trademark and to do any and all acts as Company reasonably deems necessary or desirable to preserve and maintain the Trademark Collateral, unless in any such case Company has determined that such Trademark Collateral is no longer material to the conduct of its business. Any expenses incurred in connection with such applications or proceedings shall be borne by Company. Company shall not abandon any right to file a trademark application, or any pending trademark application or trademark without the consent of Agent, unless Company has determined that such trademark application or trademark is no longer necessary or material to the conduct of its business.

12. Notwithstanding anything to the contrary contained in paragraph 11 hereof, at any time that an Event of Default exists, Agent shall have the right, but shall in no way be obligated, to bring suit instead in its own name to enforce the Trademarks and any license hereunder, or to defend any suit or counterclaim in its own name to protect the Trademarks or any license hereunder, in either of which events Company shall at the request of Agent do any and all lawful acts (including bringing suit) and execute any and all proper documents required by Agent to aid such enforcement, or defense, and Company shall promptly, **upon demand**, reimburse and indemnify Agent for all reasonable costs and expenses incurred in the exercise of Agent's rights under this paragraph 12.

13. If Company fails to comply with any of its obligations hereunder and at the time of such failure or as a result thereof an Event of Default exists, then to the extent permitted by Applicable Law, Agent may discharge such obligations in Company's name or in Agent's name, in Agent's sole discretion, but at Company's expense, and Company agrees to reimburse Agent in full for all expenses, including, without limitation, reasonable attorneys' fees, incurred by Agent in prosecuting, defending or maintaining the Trademarks or Agent's interest therein pursuant to this Agreement.

14. No course of dealing between Company and Agent or any Lender, nor any failure to exercise, nor any delay in exercising, on the part of Agent or any Lender, any right, power or privilege hereunder or under any of the other Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

15. All of Agent's rights and remedies with respect to the Trademark Collateral, whether established hereby or by any of the other Loan Documents, or by any other agreements or by Applicable Law shall be cumulative and may be exercised singularly or concurrently.

16. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or

unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

17. This Agreement, together with the other Loan Documents, constitutes and expresses the entire understanding of the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings, inducements or conditions, whether expressed or implied, oral or written. This Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraph 8 hereof.

18. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of each Secured Party and upon the successors and permitted assigns of Company. Company shall not assign its rights or delegate its duties hereunder without the prior written consent of Agent.

19. Company hereby waives notice of Agent's acceptance hereof.

20. This Agreement may be executed in any number of counterparts and by different parties to this Agreement on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any manually executed signature page to this Agreement delivered by a party by facsimile or other electronic transmission shall be deemed to be an original signature hereto.

21. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York.

22. **To the fullest extent permitted by Applicable Law, Company and Agent each waives the right to trial by jury in any action, suit, proceeding or counterclaim of any kind arising out of or related to this Agreement or the Trademark Collateral.**

[Remainder of page intentionally left blank; signatures appear on following pages.]

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

PACIFIC SAFETY PRODUCTS INC.
("Company")

By: 

Name: Scott Harris

Title: Chief Financial Officer

[Signatures continue on the following page.]

Accepted:

BANK OF AMERICA, N.A., as agent
("Agent")

By: 



Name: **John M. Olsen**

Title: Senior Vice President

EXHIBIT A

Trademarks and Trademark Applications

PACIFIC SAFETY PRODUCTS INC. TRADEMARKS

Country	Mark/Name	App. No./Reg. No.	Application Date	Registration Date
US	<u>GATOR</u> <u>HAWK</u> <u>ARMOR</u>	RN: 2660555 SN: 76231594	March 27, 2001	December 10, 2002
US	<u>GH ARMOR</u> <u>SYSTEMS</u>	RN: 3699641 SN: 77358581	December 21, 2007	October 20, 2009
US	<u>PACIFIC</u> <u>EMERGENCY</u> <u>PRODUCTS</u> <u>and Design</u> 	RN: 2352993 SN: 75290428	May 9, 1997	May 30, 2000
US	<u>PSP and Design</u> 	RN: 3913153 SN: 78660647	June 29, 2005	February 1, 2011
US	<u>TALON</u>	RN: 3146288 SN: 78371230	February 20, 2004	September 19, 2006
US	<u>TALONX</u>	SN: 87362139	March 7, 2017	