

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM451788

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Zellie Properties, Inc.		11/20/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	4 New York Plaza, 17th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10004		
Entity Type:	Chartered Bank: NEW YORK		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	0647763	SHOP-VAC	
Registration Number:	1680975	SHOP-VAC	
Registration Number:	2196626	SHOP-VAC COMMERCIAL	
Registration Number:	2196625	SHOP-VAC INDUSTRIAL	
CORRESPONDENCE DATA			
Fax Number:	8883259172		
<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:	617-239-0567		
Email:	carla.hines@lockelord.com		
Correspondent Name:	Carla Hines		
Address Line 1:	111 Huntington Avenue		
Address Line 2:	Locke Lord LLP		
Address Line 4:	Boston, MASSACHUSETTS 02199		
NAME OF SUBMITTER:	Carla Hines		
SIGNATURE:	/s/ Carla Hines		
DATE SIGNED:	11/21/2017		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is dated as of November 20, 2017, and is between ZELLIE PROPERTIES, INC., a Delaware corporation (the "Grantor") and JPMorgan Chase Bank, N.A., as Administrative Agent for the benefit of itself and the other Lenders party to the Credit Agreement referred to below (in such capacity, the "Administrative Agent").

WITNESSETH:

WHEREAS pursuant to the terms of that certain Credit Agreement dated as of November 20, 2017 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Grantor, as borrower, the other borrowers from time to time party thereto (the "Borrowers"), the loan guarantors from time to time party thereto (the "Loan Guarantors"; and together with the Borrowers, the "Loan Parties"), the lenders from time to time party thereto (the "Lenders"), and the Administrative Agent, the Lenders have agreed to extend credit and make certain financial accommodations to the Loan Parties.

WHEREAS pursuant to the terms of that certain Pledge and Security Agreement dated as of November 20, 2017 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Grantor, the other Loan Parties from time to time party thereto and the Administrative Agent, the Grantor has granted to the Administrative Agent a security interest and continuing lien on all of the Grantor's right, title and interest in, to and under all Collateral, including the Trademark Collateral (as defined below), and all Collateral in each case whether now owned or existing or hereafter acquired or arising to secure the prompt and complete payment and performance of all Secured Obligations (as defined in the Credit Agreement) including the Secured Obligations of the Grantor under the Credit Agreement;

WHEREAS the parties to the Credit Agreement contemplate and intend that the Administrative Agent shall have all rights of a secured party in and to the Trademark Collateral and any proceeds thereof, including, without limitation, if an Event of Default (as defined in the Credit Agreement) shall occur and be continuing, the right to exercise its remedies under the Credit Agreement and the Security Agreement in connection with all of Grantor's right, title and interest in such Trademark Collateral; and

WHEREAS pursuant to the Credit Agreement and the Security Agreement, the Grantor is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the Grantor agrees as follows:

Section 1. Defined Terms

Unless otherwise defined herein, capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Security Agreement.

Section 2. Grant of Security Interest in Trademarks

The Grantor hereby grants to the Administrative Agent a security interest in all of its right, title and interest in, to and under the Trademarks, including the Trademarks listed in Schedule A, in each case whether now owned or hereafter acquired (collectively, the "Trademark Collateral").

Section 3. Security for Obligations

This Agreement secures, and the Trademark Collateral is collateral security for, the prompt and complete payment or performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise of all Secured Obligations.

Section 4. Security Agreement

The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any irreconcilable conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

Section 5. Recordation

The Grantor hereby authorizes and requests that the Commissioner for Trademarks and any other applicable United States or Canadian government officer record this Agreement.

Section 6. Miscellaneous

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

This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single agreement.

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IN WITNESS WHEREOF, the Grantor has caused this Agreement to be duly executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

ZELLIE PROPERTIES, INC.

By: 
Name: Jonathan Miller
Title: President

ADMINISTRATIVE AGENT:

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: Marie C. Duhamel
Name: Marie C. Duhamel
Title: Authorized Officer

SCHEDULE A
TO
TRADEMARK SECURITY AGREEMENT
UNITED STATES REGISTERED TRADEMARKS

Name of Obligor	Trademark	Registration Number	Registration Date
ZELLIE PROPERTIES, INC.	SHOP-VAC	647763	02-Jul-57
ZELLIE PROPERTIES, INC.	SHOP VAC & DESIGN	1680975	31-Mar-92
ZELLIE PROPERTIES, INC.	SHOP-VAC COMMERCIAL	2196626	13-Oct-98
ZELLIE PROPERTIES, INC.	SHOP-VAC INDUSTRIAL	2196625	13-Oct-98

CANADIAN TRADEMARKS

Owner	Name of Trade-mark	Application Number	Registration Number
Zellie Properties, Inc.	SHOP VAC GARAGE VAC	1698358	TMA925034
Zellie Properties, Inc.	SHOP VAC MICRO	1445875	TMA842984
Zellie Properties, Inc.	SHOP VAC SUPER	1445675	TMA843426
Zellie Properties, Inc.	shop-vac AIR MOVER & Design	1444978	TMA782429
Zellie Properties, Inc.	SHOP VAC QUIET	1406364	TMA804680
Zellie Properties, Inc.	SHOP VAC QUIET PLUS	1406365	TMA804681
Zellie Properties, Inc.	SHOP VAC CONTRACTOR	1375000	TMA795951
Zellie Properties, Inc.	SHOP VAC PRO	1303709	TMA812811
Zellie Properties, Inc.	SHOP-PAC	1279234	TMA767625
Zellie Properties, Inc.	SHOP-VAC COMMERCIAL	857345	TMA510163
Zellie Properties, Inc.	SHOP-VAC INDUSTRIAL	857346	TMA510161
Zellie Properties, Inc.	SHOP-VAC QSP PRO	834762	TMA497791
Zellie Properties, Inc.	QSP	779233	TMA464080
Zellie Properties, Inc.	SHOP VAC POWER MADE PORTABLE	755788	TMA462341
Zellie Properties, Inc.	SHOP VAC QSP	731027	TMA439481
Zellie Properties, Inc.	SHOP.VAC & DESIGN	686309	TMA411412

(Schedule A to Trademark Security Agreement)

Owner	Name of Trade-mark	Application Number	Registration Number
Zellie Properties, Inc.	SHOP-CLEAN	574678	TMA342296
Zellie Properties, Inc.	SHOP-SWEEP	466124	TMA299120
Zellie Properties, Inc.	SHOP-VAC	266841	TMA126928
Zellie Properties, Inc.	SHOP-VAC PUMP VAC	1829787	n/a
Zellie Properties, Inc.	SHOP VAC EZ	1819949	n/a
Zellie Properties, Inc.	SHOP·AIR A SHOP-VAC COMPANY DIRECT DRIVE 9600 DRUM FAN & Design	1796149	n/a
Zellie Properties, Inc.	SHOP·AIR A SHOP-VAC COMPANY DIRECT DRIVE 11,000 DRUM FAN & Design	1796151	n/a
Zellie Properties, Inc.	SHOP·AIR A SHOP-VAC COMPANY BELT DRIVE 12,200 DRUM FAN & Design	1796152	n/a
Zellie Properties, Inc.	SHOP·AIR A SHOP-VAC COMPANY DIRECT DRIVE 6500 DRUM FAN & Design	1796150	n/a
Zellie Properties, Inc.	SHOP·AIR A SHOP-VAC COMPANY BELT DRIVE 16,500 DRUM FAN & Design	1796153	n/a
Zellie Properties, Inc.	SHOP·AIR A SHOP-VAC COMPANY BELT DRIVE 22,000 DRUM FAN & Design	1796154	n/a
Zellie Properties, Inc.	SHOP·AIR	1751649	TMA966293
Zellie Properties, Inc.	SHOP AIR	1544704	TMA934197

(Schedule A to Trademark Security Agreement)

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