

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM455183

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
General Tools & Instruments Company LLC		11/22/2017	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Name:	Twin Brook Capital Partners, LLC, as Agent		
Street Address:	300 South Wacker Dr., Suite 3500		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	1222273	GENERAL	
Registration Number:	1653464	GENERAL	
Registration Number:	2051768	MANNIX	
Registration Number:	2170638	GENERAL TOOLS	
Registration Number:	3262382	ULTRATECH TOOL SYSTEM	
Registration Number:	3370221	ULTRATECH	
Registration Number:	4096589	THE SEEKER	
Registration Number:	4603436	PALMSCOPE	
Registration Number:	4544254	THE PREDATOR	
Registration Number:	4538760	THE PREDATOR	
Registration Number:	3793644	PACTOOL INTERNATIONAL	
Registration Number:	3574902	SNAPPER SHEAR	
Serial Number:	87429661	ANGLE-IZER	
Serial Number:	87429620	ANGLE-IZER	
CORRESPONDENCE DATA			
Fax Number:	3128637867		
<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>			

OP \$365.00 1222273

Phone: 312-863-7267
Email: jaclyn.digrande@goldbergkohn.com
Correspondent Name: Jaclyn Di Grande - Paralegal
Address Line 1: Goldberg Kohn Ltd.
Address Line 2: 55 E Monroe St., Suite 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER: 7428.029

NAME OF SUBMITTER: Jaclyn Di Grande

SIGNATURE: /jaclyn di grande/

DATE SIGNED: 12/19/2017

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of November 22, 2017, is by GENERAL TOOLS & INSTRUMENTS COMPANY LLC, a New York limited liability company ("Grantor"), in favor of TWIN BROOK CAPITAL PARTNERS, LLC, in its capacity as Agent ("Agent") for the Lenders (as hereinafter defined).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantor, as Borrower, Agent and the financial institutions ("Lenders") from time to time party thereto (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Agent and Lenders have agreed to make Loans, and the Issuing Lenders have agreed to issue Letters of Credit, for the benefit of Grantor and the other Loan Parties;

WHEREAS, Agent and Lenders are willing to make the Loans and to issue Letters of Credit as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor and certain affiliates of Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of the Lenders and (to the extent provided in the Collateral Agreement (as defined below)) their Affiliates, that certain Guarantee and Collateral Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Collateral Agreement"); and

WHEREAS, pursuant to the Collateral Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of the Lenders and (to the extent provided in the Collateral Agreement) their Affiliates, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Collateral Agreement or, if not defined therein, the Credit Agreement, as applicable.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, for Agent's benefit and for the benefit of the Lenders and (to the extent provided in the Collateral Agreement) their Affiliates, a continuing first priority security interest (subject to the existence of Permitted Liens) in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including, without limitation, those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark and Trademark License; and

(d) all proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any such Trademark or Trademark License or (ii) injury to the goodwill associated with any such Trademark; provided that no security interest shall be granted in any United States "intent to use" trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such "intent to use" trademark applications under applicable federal law.

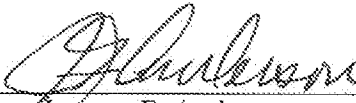
3. COLLATERAL AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders and (to the extent provided in the Collateral Agreement) their Affiliates, pursuant to the Collateral Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any inconsistency, ambiguity or conflict between this Trademark Security Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall control.

4. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing first priority security interest in all Collateral (subject to the existence of Permitted Liens), whether or not listed on Schedule I.

[signature pages follow]

IN WITNESS WHEREOF, 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.

GENERAL TOOLS & INSTRUMENTS COMPANY
LLC, a New York limited liability company

By: 
Name: Jerome F. Anderson
Title: Vice President

ACCEPTED AND ACKNOWLEDGED BY:

TWIN BROOK CAPITAL PARTNERS, LLC,
as Agent



By: 

Name: Drew Guyette

Title: Chief Credit Officer

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

U.S. TRADEMARKS

	Trademark	Application Number	Registration Number	Registration Date
1.	GENERAL	73/219516	1222273	01/04/83
2.	GENERAL 	74/033463	1653464	08/13/91
3.	MANNIX	74/11675	2051768	04/15/97
4.	GENERAL TOOLS	74/684311	2170638	07/07/98
5.	UTLRATECH TOOL SYSTEM	78/582524	3262382	07/10/07
6.	UTLRATECH	78/547103	3370221	01/15/08
7.	THE SEEKER	77/869722	4096589	02/07/12
8.	PALMSCOPE	86/079469	4603436	09/09/14
9.	THE PREDATOR 	85/741592	4544254	06/03/14
10.	THE PREDATOR	85/741461	4538760	05/27/14
11.	PACTOOL INTERNATIONAL	77366987	3793644	05/25/10
12.	SNAPPER SHEAR	77366420	3574902	02/17/09

INTERNATIONAL TRADEMARKS

	Trademark	Application Number	Registration Number	Registration Date	Country
1.	PACTOOL INTERNATIONAL	1402535	TMA797442	05/13/11	Canada

TRADEMARK APPLICATIONS

	Trademark	Application Number	Application Date
1.	ANGLE-IZER ANGLE-IZER	87/429661	04/28/17
2.	ANGLE-IZER	87/429620	04/28/17