

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM463140

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BASIC CONCEPTS, INCORPORATED		02/21/2018	Corporation: SOUTH CAROLINA
RECEIVING PARTY DATA			
Name:	Ally Bank		
Street Address:	300 Park Avenue		
Internal Address:	4th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Corporation: UTAH		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4717184	POLYSEAM	
Registration Number:	4716941	POLYSEAM	
CORRESPONDENCE DATA			
Fax Number:	7045032622		
<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:	704 503 2600		
Email:	vbantug@kslaw.com		
Correspondent Name:	KING & SPALDING		
Address Line 1:	100 N TRYON STREET		
Address Line 2:	SUITE 3900		
Address Line 4:	CHARLOTTE, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	18876.015073		
NAME OF SUBMITTER:	Vicky R. Bantug		
SIGNATURE:	/Vicky R. Bantug/		
DATE SIGNED:	02/23/2018		
Total Attachments: 5			
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Trademark Security Agreement

THIS TRADEMARK SECURITY AGREEMENT, dated as of February 21, 2018 (this “**Trademark Security Agreement**”), is made by the undersigned grantor (the “**Grantor**”), in favor of ALLY BANK, as administrative agent and collateral agent (in such capacity, together with its successors and permitted assigns, the “**Agent**”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, JMC Acquisition Corp., a Delaware corporation (the “**Parent**”), Safety Products/JHC Acquisition Corp., a Delaware corporation (“**Safety Products**”), and upon consummation of the Closing Date Acquisition (as defined in the Credit Agreement (as defined below)) Linebacker Intermediate Holdings, Inc., a Delaware corporation (“**Linebacker**” and, together with Safety Products, the “**Borrowers**” or individually, each a “**Borrower**”), the other Guarantors, the lenders from time to time parties thereto (the “**Lenders**”) and the Agent have entered into that certain Amended and Restated Credit Agreement, dated as of January 29, 2018 (as amended, restated, supplemented, or otherwise modified from time to time, the “**Credit Agreement**”);

WHEREAS, in connection with the Credit Agreement, the Grantor has entered into the Amended and Restated Pledge and Security Agreement, dated as of January 29, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), in favor of the Agent for the benefit of the Secured Parties; and

WHEREAS, the Security Agreement requires the Grantor to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and in order to ensure compliance with the Credit Agreement, the Grantor hereby agrees as follows:

Section 1 Defined Terms. Capitalized terms used herein without definition have the meanings set forth in the Security Agreement or if not defined in the Security Agreement, have the meanings set forth in the Credit Agreement.

Section 2 Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby grants to the Agent for the benefit of the Secured Parties, a security interest in, all of its right, title and interest in, to and under the following Collateral (but not including, in each case, any Excluded Collateral) (the “**Trademark Collateral**”):

(i) all of its (a) trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other source or business identifiers, and designs, whether now existing or hereafter adopted or acquired, all registrations and recordings thereof, (b) all applications for registration thereof, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, (c) all reissues, extensions or renewals thereof, (the property described in clauses (a), (b) and (c), collectively, “**Trademarks**”), including, without limitation, those United States applications and registrations referred to on **Schedule I** hereto, (d) all goodwill associated with or symbolized by any of the foregoing, and (e) all licenses providing for the grant by or to the Grantor of any right under any of the foregoing (“**Trademark Licenses**”); and

(ii) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3 Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Security Agreement, and the Grantor hereby acknowledges and agrees that the rights and remedies of the 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 conflict or inconsistency between this Trademark Security Agreement and the Security Agreement (or any portion hereof or thereof), the terms of the Security Agreement shall prevail.

Section 4 Representation and Warranty. **Schedule I** correctly sets forth all applied for and federally registered Trademarks owned by such Grantor in its own name as of the date hereof.

Section 5 Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Trademark Licenses subject to the security interest granted hereunder.

Section 6 Counterparts. This Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 7 Governing Law. This Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

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

Grantor:

BASIC CONCEPTS, INCORPORATED, as Grantor

By:

_____

Name:

Title:

[Signature Page to Trademark Security Agreement]

Acknowledged and Agreed to as of the date hereof:

AGENT:

ALLY BANK

By: Michele Roller

Name: Michele Roller

Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006278 FRAME: 0165

SCHEDULE I**Trademarks**

Trademark	Serial/Reg. No	Filing/Reg. Date	Assignee	Goods/Services
POLYSEAM	App 85983607 Reg 4717184	App 11-FEB-2013 Reg 07-APR-2015	Basic Concepts Incorporated	int. cl. 37 installing containment liner systems for large scale liquid spills and releases from petrochemical tanks and other facilities storing environmentally hazardous liquids
POLYSEAM	App 85846094 Reg 4716941	App 11-FEB-2013 Reg 07-APR-2015	Basic Concepts Incorporated	int. cl. 22 spill containment liners in the nature of impermeable synthetic sheets and connective transition pieces for sale to and use by industrial customers including professional engineers and operators of petrochemical storage tanks and other industrial facilities storing environmentally hazardous liquids to contain large scale liquid spills and releases