

900451117 05/17/2018

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM474412

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PEC Safety Operations, LLC <i>Premier</i>		05/17/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	CAPSTAR BANK		
Street Address:	1201 Demonbreun St., Suite 700		
City:	Nashville		
State/Country:	TENNESSEE		
Postal Code:	37203		
Entity Type:	Chartered Bank: TENNESSEE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87316460	SAFEGULF	
CORRESPONDENCE DATA			
Fax Number:	6157424253		
<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:	615-742-4200		
Email:	aedge@srvhlaw.com		
Correspondent Name:	Sherrard Roe Voigt & Harbison, PLC		
Address Line 1:	150 3rd Avenue South, Suite 1100		
Address Line 4:	Nashville, TENNESSEE 37201		
NAME OF SUBMITTER:	/Capstar Bank/		
SIGNATURE:	/Capstar Bank/		
DATE SIGNED:	05/17/2018		
Total Attachments: 5			
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OP: \$40.00 87316460

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of May 17, 2018, is made by PEC Safety Operations, LLC, a Delaware limited liability company (the "Grantor"), in favor Capstar Bank (the "Bank").

WITNESSETH:

WHEREAS, pursuant to the Second Amended and Restated Loan and Security Agreement, dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), among the Bank, the Grantor and PEC Premier Safety LLC, a Delaware limited liability company, the Bank has made a credit facility available to the Grantor upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to the Loan Agreement, to guarantee the Obligations (as defined in the Credit Agreement) of the Grantor; and

WHEREAS, the Grantor is party to the Loan Agreement pursuant to which the Grantor has agreed to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Bank to enter into the Loan Agreement upon the terms and subject to the conditions set forth therein, the Grantor hereby agrees with the Bank as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Loan 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 Obligations of the Grantor, hereby mortgages, pledges and hypothecates to the Bank, and grants to the Bank a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (collectively, the "Trademark Collateral"):

(a) all of its trademarks, including, without limitation, those referred to on Schedule 1 hereto; provided, however that no Lien on and security interest is granted on any "intent to use" trademark applications for which a statement of use has not been filed and accepted by the United States Patent and Trademark Office; provided, further, that upon such filing and acceptance by the United States Patent and Trademark Office, such "intent to use" trademark applications shall be included in the Trademark Collateral and automatically subject to the Lien and security interest granted herein;

(b) all renewals and extensions of the foregoing;

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

(d) 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. Loan Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Bank pursuant to the Loan Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Bank with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan 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 the Loan Agreement and this Trademark Security Agreement, the applicable terms and provisions of the Loan Agreement shall control.

Section 4. 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 their trademarks and intellectual property licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark 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 6. Governing Law. This Trademark 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 Tennessee.

Section 7. Release and Termination. Upon the occurrence of an event expressly permitted by, or provided for, in the Loan Agreement that would result in the release of all or a portion of the Trademark Collateral, all or such applicable portion of the Trademark Collateral shall be automatically released from the Lien created hereby and this agreement and all obligations (other than those expressly stated to survive such termination) of the Bank and the Grantor hereunder shall automatically terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Trademark Collateral shall revert to the Grantor. At the request of the Grantor following any such termination, the Bank shall execute and deliver to the Grantor such documents as the Grantor reasonably requests to evidence such termination.

[SIGNATURE PAGES FOLLOW]

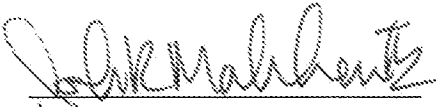

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**PEC PREMIER SAFETY OPERATIONS, LLC, as
Grantor**

By: 
Name: Ceter Lane
Title: Chief Executive Officer

ACCEPTED AND AGREED
as of the date first above written:

Capstar Bank

By: 
Name: 
Joni R. Mackinnon III

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Title	Serial No. & Filing Date	Registration No. & Registration Date
SAFEGULF	87316460; 1/27/17	5353745; 12/12/17

2. TRADEMARK APPLICATIONS

None