

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM488030

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SixAxis, LLC		08/20/2018	Limited Liability Company: SOUTH CAROLINA
RECEIVING PARTY DATA			
Name:	SunTrust Bank as Administrative Agent		
Street Address:	303 Peachtree Street, NE		
Internal Address:	Attn: SafeRack Portfolio Manager		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30308		
Entity Type:	Banking Corporation: GEORGIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4461122	LIQUID TRANSFER GROUP	
Registration Number:	4371456	SWIVELJOINTS.COM	
CORRESPONDENCE DATA			
Fax Number:	4045818330		
<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:	404-581-8275		
Email:	srbrown@jonesday.com		
Correspondent Name:	Sidney R. Brown, Jones Day		
Address Line 1:	1420 Peachtree Street, NE		
Address Line 2:	Suite 800		
Address Line 4:	Atlanta, GEORGIA 30309		
NAME OF SUBMITTER:	Sidney R. Brown		
SIGNATURE:	/Sidney R. Brown/		
DATE SIGNED:	08/30/2018		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of August 20, 2018 (this "Security Agreement"), is made by SIXAXIS, LLC, a South Carolina limited liability company, and SAFE RACK LLC, a South Carolina limited liability company (each, a "Grantor"), in favor of SUNTRUST BANK, as administrative agent (in such capacity, together with its successors and assigns, the "Administrative Agent") for the Secured Parties (as defined in the Guaranty and Security Agreement referred to below).

WHEREAS, SixAxis, LLC, a South Carolina limited liability company (the "Borrower") has entered into that certain Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the Borrower, the several banks and other financial institutions and lenders from time to time party thereto, and the Administrative Agent, providing for, among other things, revolving credit, swingline, and term loan facilities subject to the terms set forth therein;

WHEREAS, in connection with the Credit Agreement, the Borrower, Safe Rack, LLC, HH Property Management, LLC, HH Property Holdings, LLC, Safe Rack Construction Services, LLC, Smart Tech, LLC and Red Seven Agency, LLC have entered into that certain Guaranty and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), in favor of the Administrative Agent for the benefit of the Secured Parties; and

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

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security 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 the stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby pledges and grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in and lien on all right, title and interest of the Grantor in, to and under the following property (the "Trademark Collateral");

- (a) all of its Trademarks and all Trademark Licenses including, without limitation, those referred to on Schedule I hereto (excluding any intent-to-use application prior to the filing of a "Statement to Use" or "Amendment to Allege Use" with respect thereto);
- (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.

As of the date of this Security Agreement, all of the Grantor's Trademark Collateral is set forth on Schedule I hereto.

SECTION 3. Guaranty and Security Agreement. The security interest granted pursuant to this Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement, and the Grantor hereby acknowledges and agrees 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 Guaranty and 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 Security Agreement and the Guaranty and Security Agreement (or any portion hereof or thereof), the terms of the Guaranty and Security Agreement shall prevail.

SECTION 4. Termination. This Security Agreement shall terminate and the Lien on and security interest in the Trademark Collateral shall be released in accordance with Section 10.16 of the Guaranty and Security Agreement. Upon the termination of this Security Agreement, the Administrative Agent shall, at the sole cost and expense of the Loan Parties, promptly execute all documents, make all filings, take all other actions reasonably requested by the Grantors to evidence and record the release of the Lien on and security interests in the Trademark Collateral granted herein.

SECTION 5. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall retain 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 a security interest hereunder.

SECTION 6. Governing Law. THIS SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.


SECTION 7. Counterparts. This Security Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any of the parties hereto may execute this Security Agreement by signing any such counterpart. Delivery of an executed counterpart to this Security Agreement by facsimile transmission or by electronic mail in pdf format shall be as effective as delivery of a manually executed counterpart hereof.

SECTION 8. Loan Document. For avoidance of doubt, the Grantor and the Administrative Agent hereby acknowledge and agree that this Security Agreement is a Loan Document.


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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.

SIXAXIS, LLC

By: 
Name: Philip Cavatoni
Title: Chief Financial Officer

SAFE RACK, LLC

By: 
Name: Philip Cavatoni
Title: Authorized Representative

Acknowledged and Agreed to as of the date hereof:

ADMINISTRATIVE AGENT:

SUNTRUST BANK

By: *V. N. Desai*
Name: Vinay Desai
Title: Director

[SixAxis – Trademark Security Agreement]

TRADEMARK
REEL: 006424 FRAME: 0852

SCHEDULE I

Trademarks and Trademark Licenses

I. REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

Grantor	Mark	Grantor's % Ownership	Jurisdiction(s) and Office Where Registered	Registration Number
Safe Rack LLC	ERECTASTEP	100%	USPTO	4,367,807
Safe Rack LLC	E ERECTASTEP (design)	100%	USPTO	3,984,575
Safe Rack LLC	G4 SERIES	100%	USPTO	3,859,130
Safe Rack LLC	G4 SERIES (design)	100%	USPTO	3,859,230
SixAxis LLC	LIQUID TRANSFER GROUP (design)	100%	USPTO	4,461,122
Safe Rack LLC	PERFECTASTEP	100%	USPTO	4,736,343
Safe Rack LLC	PERFECTASTEP (design)	100%	USPTO	4,733,067
Safe Rack LLC	ROLLASTEP	100%	USPTO	4,094,679
Safe Rack LLC	ROLLASTEP (design)	100%	USPTO	4,375,287
SixAxis LLC	SWIVELJOINTS.COM (design)	100%	USPTO	4,371,456
Safe Rack LLC	YELLOWGATE (design)	100%	USPTO	4,383,129
Safe Rack LLC	YELLOWGATE (Supplemental Register)	100%	USPTO	4,340,137
Safe Rack LLC	ORANGE-Saferack gangway handrails, mid-rails and spring covers	100%	USPTO	5,211,514
Safe Rack LLC	SAFERACK	100%	USPTO	3,979,894
Safe Rack, LLC	KING HUT	100%	USPTO	86507960
Safe Rack LLC	AEROSTEP	100%	USPTO	8,724,3310

II. TRADEMARK LICENSES

None.