

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM488913

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Urban Armor Gear, LLC		08/17/2018	Limited Liability Company: CALIFORNIA

RECEIVING PARTY DATA

Name:	CIBC Bank USA
Street Address:	10 W. Market St., Suite 1820
Internal Address:	Attn: Josh Proctor
City:	Indianapolis
State/Country:	INDIANA
Postal Code:	46204
Entity Type:	State chartered bank: ILLINOIS

PROPERTY NUMBERS Total: 33

Property Type	Number	Word Mark
Serial Number:	85928405	
Serial Number:	85659761	
Serial Number:	85342879	UAG
Serial Number:	85342862	URBAN ARMOR GEAR
Serial Number:	86840419	PATHFINDER
Serial Number:	86840420	TROOPER
Serial Number:	87055727	PLASMA
Serial Number:	87152492	METROPOLIS
Serial Number:	87307072	OUTBACK
Serial Number:	86344909	UAG
Serial Number:	86344893	URBAN ARMOR GEAR
Serial Number:	86908895	OUTBACK
Serial Number:	86917394	UAG
Serial Number:	86917402	URBAN ARMOR GEAR
Serial Number:	87055725	MONARCH
Serial Number:	87281531	DROP TESTED APPROVED MILITARY STANDARD M
Serial Number:	87281555	DROP TESTED APPROVED 2X MILITARY STANDAR
Serial Number:	87458864	

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	87458868	3 THREE LAYER PROTECTION
Serial Number:	87458870	
Serial Number:	87458874	
Serial Number:	87458875	
Serial Number:	87458878	360 360 DEGREE PROTECTION
Serial Number:	87458881	
Serial Number:	87458884	4 FOUR CARD STORAGE
Serial Number:	87507668	MILLENNIUM
Serial Number:	87526759	PLYO
Serial Number:	87622614	MONARCH SERIES FIVE LAYER PROTECTION
Serial Number:	87672803	UAG
Serial Number:	87672807	URBAN ARMOR GEAR
Serial Number:	87826304	BUILT FOR YOU TO GO FURTHER
Serial Number:	87919690	P
Serial Number:	87889416	BUILT TO GO FURTHER

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 3172371029

Email: Abe.Shanehsaz@FaegreBD.com

Correspondent Name: Abe Jentry Shanehsaz

Address Line 1: 300 N. MERIDIAN STREET, SUITE 2700

Address Line 4: INDIANAPOLIS, INDIANA 46204

ATTORNEY DOCKET NUMBER:	515254.1
NAME OF SUBMITTER:	Abe Jentry Shanehsaz
SIGNATURE:	/Abe J. Shanehsaz/
DATE SIGNED:	09/06/2018

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Agreement**”), dated as of August 17, 2018, by URBAN ARMOR GEAR, LLC, a California limited liability company (“**Grantor**”), in favor of CIBC BANK USA, as administrative agent for the Lenders under the Credit Agreement referred to below (“**Agent**”).

WITNESSETH:

WHEREAS, Grantor is (or will be with respect to after acquired property) the legal and beneficial owner and the holder of the Trademark Collateral;

WHEREAS, Grantor, the other Loan Parties party thereto, Agent and the other Lenders party thereto are parties to that certain Credit Agreement, dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time, the “**Credit Agreement**”) pursuant to which, among other things, the Lenders have agreed to make certain loans and other financial accommodations to the Grantor.

WHEREAS, it is a condition precedent to the effectiveness of the Credit Agreement that, among other things: (a) Grantor enter into a Guaranty and Collateral Agreement, dated as of the date hereof, in favor of Agent, as administrative agent for the Lenders (as amended, amended and restated, supplemented or otherwise modified, renewed this Agreement in order to confirm the grant of a security interest in favor of Agent to secure the Obligations (as defined in the Credit Agreement) as more fully set forth herein.

NOW, THEREFORE, to secure the prompt and complete payment and performance when due of the Obligations for the benefit of Agent and the Lenders and for other good and valuable consideration, the receipt of which is 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 Security Agreement, and if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby affirms the grant to Agent, for the benefit of the Lenders, pursuant to the terms of the Security Agreement of a continuing security interest in all of Grantor’s rights, title and interests in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “**Trademark Collateral**”):

- (a) all Trademarks owned by Grantor, including 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 Trademark; and

(d) all products and 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 Trademark, or (ii) injury to the goodwill associated with any such Trademark.

Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement is intended to be, or may be construed to be, an assignment of any application to register any trademark or service mark based on any intent to use application filed by, or on behalf of, Grantor ("**Intent to Use Applications**"), and any Intent to Use Applications are specifically excluded from the Trademarks that constitute a portion of the Trademark Collateral for purposes of this Agreement; provided, however that upon the filing of "Statement of Use" with the United States Patent and Trademark Office, the trademark or service mark that was subject to such Intent to Use Application shall be a Trademark hereunder and part of the Trademark Collateral. Grantor agrees to amend Schedule I to this Agreement to include all such trademarks or service marks that were subject to such Intent to Use Application within thirty (30) days of registration thereof.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent pursuant to the Security 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 Security Agreement.

[Signature page follows]

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.

URBAN ARMOR GEAR, LLC

By: 
Christopher M. Eline, Vice President

ACCEPTED AND ACKNOWLEDGED BY:

CIBC BANK USA,
as Agent

By: _____
Scott Dvornik, Managing Director

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 006430 FRAME: 0766

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.

URBAN ARMOR GEAR, LLC

By: _____
Christopher M. Eline, Vice President

ACCEPTED AND ACKNOWLEDGED BY:

CIBC BANK USA,
as Agent

By:  _____
Scott Dvornik, Managing Director

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

See attached

Urban Armor Gear, LLC owns the following registered trademarks:

<i>Owner</i>	<i>Country</i>	<i>Mark</i>	<i>Serial No.</i>	<i>Filing Date</i>	<i>Registration No.</i>	<i>Registration Date</i>	<i>Status</i>
Urban Armor Gear, LLC	UNITED STATES	Miscellaneous Design (Cellphone case)	85/928,405	5/10/2013	4,549,402	6/10/2014	REGISTERED
Urban Armor Gear, LLC	UNITED STATES	Miscellaneous Design	85/659,761	6/23/2012	4,291,765	2/19/2013	REGISTERED
Urban Armor Gear, LLC	UNITED STATES	UAG (Stylized)	85/342,879	6/10/2011	4,218,930	10/2/2012	REGISTERED
Urban Armor Gear, LLC	UNITED STATES	URBAN ARMOR GEAR	85/342,862	6/10/2011	4,218,929	10/2/2012	REGISTERED
Urban Armor Gear, LLC	UNITED STATES	PATHFINDER	86/840,419	12/5/2015	5,286,967	9/12/2017	REGISTERED
Urban Armor Gear, LLC	UNITED STATES	TROOPER	86/840,420	12/5/2015	5,147,836	2/21/2017	REGISTERED
Urban Armor Gear, LLC	UNITED STATES	PLASMA	87/055,727	5/31/2016	5,242,739	7/11/2017	REGISTERED
Urban Armor Gear, LLC	UNITED STATES	METROPOLIS	87/152,492	8/26/2016	5,282,644	9/5/2017	REGISTERED
Urban Armor Gear, LLC	UNITED STATES	OUTBACK	87/307,072	1/19/2017	5,356,453	12/12/2017	REGISTERED

Urban Armor Gear, LLC owns the following unregistered trademarks:

<i>Owner</i>	<i>Country</i>	<i>Mark</i>	<i>Serial No.</i>	<i>Filing Date</i>	<i>Registration No.</i>	<i>Registration Date</i>	<i>Status</i>
Urban Armor Gear, LLC	UNITED STATES	UAG (Stylized)	86/344,909	7/22/2014			PUBLISHED
Urban Armor Gear, LLC	UNITED STATES	URBAN ARMOR GEAR	86/344,893	7/22/2014			PUBLISHED
Urban Armor Gear, LLC	UNITED STATES	OUTBACK	86/908,895	2/16/2016			ALLOWED
Urban Armor Gear, LLC	UNITED STATES	UAG (Stylized)	86/917,394	2/23/2016			PUBLISHED
Urban Armor Gear, LLC	UNITED STATES	URBAN ARMOR GEAR	86/917,402	2/23/2016			PUBLISHED
Urban Armor Gear, LLC	UNITED STATES	MONARCH	87/055,725	5/31/2016			PENDING
Urban Armor Gear, LLC	UNITED STATES	DROP TESTED APPROVED MILITARY STANDARD MIL STD 810G-516.6 & Design	87/281,531	12/27/2016			PENDING
Urban Armor Gear, LLC	UNITED STATES	DROP TESTED APPROVED 2X MILITARY STANDARD MIL STD 810G-	87/281,555	12/27/2016			PENDING

		516.6				
Urban Armor Gear, LLC	UNITED STATES	Plasma Logo	87/458,864	5/22/2017		ALLOWED
Urban Armor Gear, LLC	UNITED STATES	3 THREE LAYER PROTECTION & Design	87/458,868	5/22/2017		ALLOWED
Urban Armor Gear, LLC	UNITED STATES	Trooper Logo	87/458,870	5/22/2017		ALLOWED
Urban Armor Gear, LLC	UNITED STATES	Pathfinder Logo	87/458,874	5/22/2017		ALLOWED
Urban Armor Gear, LLC	UNITED STATES	Metropolis Logo	87/458,875	5/22/2017		ALLOWED
Urban Armor Gear, LLC	UNITED STATES	360 360 DEGREE PROTECTION & Design	87/458,878	5/22/2017		ALLOWED
Urban Armor Gear, LLC	UNITED STATES	Monarch Logo	87/458,881	5/22/2017		ALLOWED
Urban Armor Gear, LLC	UNITED STATES	4 FOUR CARD STORAGE & Design	87/458,884	5/22/2017		ALLOWED
Urban Armor Gear, LLC	UNITED STATES	MILLENNIUM	87/507,668	6/27/2017		ALLOWED
Urban Armor Gear, LLC	UNITED STATES	PLYO	87/526,759	7/13/2017		ALLOWED
Urban Armor Gear, LLC	UNITED STATES	MONARCH SERIES FIVE LAYER PROTECTION (Stylized/Design)	87/622,614	9/26/2017		ALLOWED
Urban Armor Gear, LLC	UNITED STATES	UAG (Stylized)	87/672,803	11/6/2017		PUBLISHED
Urban Armor Gear, LLC	UNITED STATES	URBAN ARMOR GEAR	87/672,807	11/6/2017		PUBLISHED
Urban Armor Gear, LLC	UNITED STATES	BUILT FOR YOU TO GO FURTHER	87/826,304	3/8/2018		PENDING
Urban Armor Gear, LLC	UNITED STATES	PLYO logo	87/919,690	5/14/2018		PENDING
Urban Armor Gear, LLC	UNITED STATES	BUILT TO GO FURTHER	87/889,416	4/23/2018		PENDING