

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM493564

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
B&G Equipment Company, Inc.		09/28/2018	Corporation: DELAWARE
Curtis Dyna-Fog, Ltd.		09/28/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Glas Trust Corporation Limited		
Street Address:	45 Ludgate Hill		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	EC4M7JU		
Entity Type:	Private Limited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	3572193	AIRE-MATE	
Registration Number:	1113449	B & G	
Registration Number:	1171983	CURTIS	
Registration Number:	1759474	CURTIS DYNA-FOG	
Registration Number:	1075386	DYNA-FOG	
Registration Number:	0570130	DYNA-FOG	
Registration Number:	0828504	EXTENDA-BAN	
Registration Number:	1974296	NIGHTSTAR	
Registration Number:	3210240	B&G	
Registration Number:	3239891		
Registration Number:	1815325	SCORE	
Registration Number:	0678377	DYNA-JET	
CORRESPONDENCE DATA			
Fax Number:	6175269899		
<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:	6175269628		
Email:	cslattery@proskauer.com		
TRADEMARK			

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Correspondent Name: Christine Slattery
Address Line 1: Proskauer Rose LLP
Address Line 2: One International Place, 23rd Floor
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER: 29953 / 018

NAME OF SUBMITTER: Christine Slattery

SIGNATURE: /Christine Slattery/

DATE SIGNED: 10/11/2018

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT dated as of September 28, 2018 is made by each of the entities listed on the signature pages hereof (each, a “Grantor”, and collectively, the “Grantors”), in favor of GLAS TRUST CORPORATION LIMITED (“Glas Trust”), as Security Agent for the benefit of the Finance Parties (in such capacity, together with its successors and permitted assigns, the “Security Agent”).

Introductory Statement

WHEREAS, pursuant to the Facilities Agreement dated as of August 25, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time, the “Facilities Agreement”) among Hamsard 3450 Limited (the “Company”), the Guarantors referred to therein, the Lenders referred to therein, Global Loan Agency Services Limited, as administrative agent for the Lenders, and the Security Agent, the Lenders have agreed to make Facilities to the Company on and subject to the terms and conditions set forth therein; and

WHEREAS, in connection with the Facilities Agreement, the Grantors are party to a Security Agreement dated as of October 25, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time, the “Security Agreement”), pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, and to induce the Agents and the Lenders to enter into the Facilities Agreement, to induce the Lenders to make their respective Facilities to the Company thereunder, and to induce the Agents to act in their respective agency capacities thereunder, and intending to be legally bound, each Grantor hereby agrees with the Security Agent, for the benefit of the Finance Parties, as follows:

Section 1. Defined Terms. All uppercase terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each 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 such Grantor, hereby mortgages, pledges, collaterally assigns and transfers to the Security Agent for the benefit of the Finance Parties, and grants to the Security Agent for the benefit of the Finance Parties, a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

(a) all of its Trademarks and all Trademark Licenses providing for the grant by or to such Grantor of any right in, to or under any Trademark, including those referred to on Schedule 1 hereto;

(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 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. Notwithstanding the foregoing, there shall be no security interest or Lien on any Trademark application that is filed on an "intent-to-use" basis (until such time as a statement of use is filed with respect to such application and duly accepted by the United States Patent and Trademark Office).

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the Liens and security interests granted to the Security Agent for the benefit of the Finance Parties pursuant to the Security Agreement. Each Grantor hereby acknowledges and agrees that the rights and remedies of the Security Agent and the obligations of each Grantor with respect to the Liens and security interests 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 that any provision of this Trademark Security Agreement conflicts with any provision of the Security Agreement, the Security Agreement shall govern.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such 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 the IP 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 VALIDITY, INTERPRETATION, CONSTRUCTION, AND PERFORMANCE HEREOF SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, AND ANY CLAIM BY ANY PARTY HERETO AGAINST ANY OTHER PARTY HERETO (INCLUDING ANY CLAIMS SOUNDING IN CONTRACT OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE DETERMINED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK FOR CONTRACTS MADE AND TO BE PERFORMED WHOLLY WITHIN

THE STATE OF NEW YORK, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS REQUIRING APPLICATION OF THE LAW OF ANY OTHER JURISDICTION.

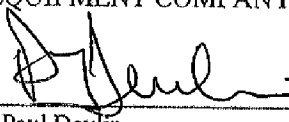
Section 7. WAIVER OF JURY TRIAL; DISPUTE RESOLUTION; JURISDICTION; VENUE; SERVICE OF PROCESS. EACH GRANTOR HEREBY IRREVOCABLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING (I) TO ENFORCE OR DEFEND ANY RIGHTS UNDER OR IN CONNECTION WITH THIS TRADEMARK SECURITY AGREEMENT, OR (II) ARISING FROM ANY DISPUTE OR CONTROVERSY IN CONNECTION WITH OR RELATED TO THIS TRADEMARK SECURITY AGREEMENT. EACH PARTY FURTHER AGREES THAT THE TERMS AND PROVISIONS OF SECTION 7.17 OF THE SECURITY AGREEMENT (“WAIVER OF JURY TRIAL; DISPUTE RESOLUTION; JURISDICTION; VENUE; SERVICE OF PROCESS”) ARE HEREBY INCORPORATED HEREIN BY REFERENCE, AND SHALL APPLY TO THIS AGREEMENT *MUTATIS MUTANDIS* AS IF FULLY SET FORTH HEREIN.

Section 8. Miscellaneous. The terms and provisions of Sections 7.1, 7.2, 7.4, 7.6, 7.7, 7.8 and 7.9 of the Security Agreement (“Amendments and Waivers”; “Notices”; “Successors and Assigns”; “Counterparts”; “Severability”; “Section Headings”; “Integration”) are hereby incorporated herein by reference, and shall apply to this Trademark Security Agreement *mutatis mutandis* as if fully set forth herein. This Trademark Security Agreement shall constitute a “Debt Document” for all purposes of the Facilities Agreement and the other Debt Documents.


[signatures begin on next page]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

B&G EQUIPMENT COMPANY, INC., as Grantor

By 
Name: Paul Devlin
Title: Treasurer

CURTIS DYNA-FOG, LTD., as Grantor

By 
Name: Paul Devlin
Title: Treasurer

GLAS TRUST CORPORATION LIMITED, as
Security Agent

By 
Name: Keith Miller
Title: Authorised Signatory

[Signature Page to Trademark Security Agreement]

SCHEDULE 1

TO

TRADEMARK SECURITY AGREEMENT

1. REGISTERED TRADEMARKS

Owner	Title	Issuing Country	Registration	Status
Curtis Dyna-Fog, Ltd.	AIRE-MATE	United States	3,572,193	Registered
B&G Equipment Company, Inc.	B & G	Canada	TMA 268,585	Registered
B&G Equipment Company, Inc.	B & G	United States	1,113,449	Registered
Curtis Dyna-Fog, Ltd.	CURTIS	United States	1,171,983	Registered
Curtis Dyna-Fog, Ltd.	CURTIS DYNA-FOG	United States	1,759,474	Registered
Curtis Dyna-Fog, Ltd.	DYNA-FOG	Taiwan	195733	Registered
Curtis Dyna-Fog, Ltd.	DYNA-FOG	United Kingdom	1068896	Registered
Curtis Dyna-Fog, Ltd.	DYNA-FOG	United States	1,075,386	Registered
Curtis Dyna-Fog, Ltd.	DYNA-FOG DESIGN	United States	570,130	Registered
Curtis Dyna-Fog, Ltd.	DYNA-JET	United States	678,377	Registered
B&G Equipment Company, Inc.	EXTENDA-BAN	United States	828,504	Registered
Curtis Dyna-Fog, Ltd.	NIGHTSTAR	United States	1,974,296	Registered
B&G Equipment Company, Inc.	PRODUCT CONFIGURATION - SPRAYER (stylized and/or design)	United States	3,210,240	Registered
B&G Equipment Company, Inc.	PRODUCT CONFIGURATION - SPRAYER (stylized and/or design)	United States	3,239,891	Registered
Curtis Dyna-Fog, Ltd.	SCORE	United States	1,815,325	Registered

2. TRADEMARK APPLICATIONS

None.

3. TRADEMARK LICENSES

None.