

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM497718

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
FIRE-DEX, LLC		11/07/2018	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	THE HUNTINGTON CAPITAL INVESTMENT COMPANY, II
Street Address:	200 PUBLIC SQUARE
Internal Address:	6th FLOOR CM62
City:	CLEVELAND
State/Country:	OHIO
Postal Code:	44114
Entity Type:	Corporation: OHIO

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	5192813	H41 INTERCEPTOR
Registration Number:	5149016	FIRE DEX PROTECTION FOR THE HEAT OF THEB
Registration Number:	5012044	PROTECTION FOR THE HEAT OF THE BATTLE FD
Registration Number:	3180391	C CHIEFTAIN
Registration Number:	3165171	CHIEFTAIN
Registration Number:	2843841	PROTECTION FOR THE HEAT OF THE BATTLE
Registration Number:	1753716	FIRE-DEX
Registration Number:	1350382	FIRE-DEX
Registration Number:	1531713	CHIEFTAIN 911
Serial Number:	87950665	TECGEN51
Serial Number:	87950642	TECGEN71

CORRESPONDENCE DATA

Fax Number: 8446706009

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: 313-223-3006

Email: nmitchell@dickinsonwright.com

Correspondent Name: ADAM J. WALLACE

TRADEMARK

Address Line 1: 500 WOODWARD AVENUE
Address Line 2: SUITE 4000
Address Line 4: DETROIT, MICHIGAN 48226

ATTORNEY DOCKET NUMBER: 51755-66

NAME OF SUBMITTER: ADAM J. WALLACE

SIGNATURE: /ADAM J. WALLACE/

DATE SIGNED: 11/12/2018

Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement (this "Agreement") dated as of November 7, 2018 by and between Fire-Dex, LLC, a Delaware limited liability company ("Grantor"), and The Huntington Capital Investment Company II, an Ohio corporation (the "Lender").

This Agreement is executed pursuant to the terms of (a) the Note Purchase Agreement dated on or about the date hereof by and among the Grantor and the Lender (as amended, restated, supplemented or otherwise modified from time to time, the "Note Purchase Agreement"); and (b) the Pledge and Security Agreement dated on or about the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") executed by the Grantor in favor of the Lender. Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Note Purchase Agreement or the Security Agreement, as applicable.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants to the Lender, a security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

(a) all of Grantor's right, title and interest in and to all of its now or in the future owned or existing trademarks, service marks, trademark or service mark registrations, trade names, and trademark or service mark applications (exclusive, for purposes only of this Agreement, of any Intent to Use Applications as defined below), including each mark, registration, and application listed on Schedule I attached hereto and made a part hereof (the property in this item (a) being collectively, the "Trademarks"); (b) all renewals of each of the Trademarks; (c) all income, royalties, damages and payments now and in the future due or payable under or with respect to any and all Trademarks, including damages and payments for past or future infringements of any and all Trademarks; (d) all rights to sue for past, present and future infringements of any and all Trademarks; (e) all rights corresponding to each of the Trademarks throughout the world; (f) all rights of Grantor as licensor or licensee under, and with respect to, trademarks, service marks, trade names, and trademark and service mark applications; and (g) together in each case with the goodwill of Grantor's business connected with the use of, and symbolized by, the foregoing. 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 filed by, or on behalf of, Grantor ("Intent to Use Applications"), and any Intent to Use Applications are specifically excluded from the Trademark Collateral for purposes of this Agreement.

The rights and remedies of the Lender with respect to the security interest granted herein are without prejudice to, and are in addition to, those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date first above written.

FIRE-DEX, LLC, as Grantor

By: [Signature]
Name: WILLIAM BURKE
Title: CHAIRMAN / CEO

ACKNOWLEDGMENT

STATE OF Ohio
COUNTY OF Medina

I, Barbara Buser, a Notary Public for said County and State, do hereby certify that William Burke personally appeared before me this day and stated that (s)he is Chairman/CEO of Fire-Dex LLC and acknowledged, on behalf of Fire-Dex LLC the due execution of the foregoing instrument.

Witness my hand and official seal, this 6 day of November, 2018.

[Signature]
Notary Public

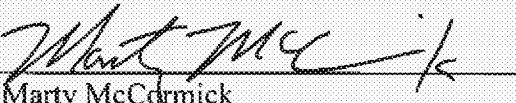
My commission expires:
8-22-2021



Barbara Buser
Notary Public, State of Ohio

Agreed and Accepted as of the
date first written above.

THE HUNTINGTON CAPITAL INVESTMENT COMPANY

By: 
Name: Marty McCormick
Title: Managing Director

{TRADEMARK SECURITY AGREEMENT}

TRADEMARK
REEL: 006479 FRAME: 0838

**SCHEDULE I
TRADEMARKS**

TRADEMARKS

<u>Trademark</u>	<u>Registration Date</u>	<u>Registration Number</u>
H41 INTERCEPTOR	April 25, 2017	5,192,813
Fire Dex Protection for the Heat of the Battle F D Fire-Dex	February 2, 2017	5,149,016
Protection for the Heat of the Battle FD Fire-Dex	August 2, 2016	5,012,044
C Chieftain	December 5, 2006	3,180,391
Chieftain	October 31, 2006	3,165,171
Protection for the Heat of the Battle	May 18, 2004	2,843,841
Fire-Dex (words only)	February 23, 1993	1,753,716
Fire-Dex (words only)	July 23, 1985	1,350,382
Chieftain 911	March 28, 1989	1,531,713

TRADEMARK APPLICATIONS

<u>Trademark Application</u>	<u>Application Filing Date</u>	<u>Application Serial Number</u>
TECGEN51	June 6, 2018	87950665
TECGEN71	June 6, 2018	87950642