

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM500665

| | | | |
|-----------------------------------|-------------------------------|-----------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Task Force Tips LLC | | 11/19/2018 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | CIBC Bank USA | | |
| Street Address: | 120 South LaSalle Street | | |
| City: | Chicago | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60603 | | |
| Entity Type: | banking corporation: ILLINOIS | | |
| PROPERTY NUMBERS Total: 20 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2624342 | BLITZFIRE | |
| Registration Number: | 4527765 | | |
| Registration Number: | 1562009 | BUBBLE CUP | |
| Registration Number: | 1828821 | CROSSFIRE | |
| Registration Number: | 1742944 | DUAL-FORCE | |
| Registration Number: | 4497206 | FLIP TIP | |
| Registration Number: | 4282620 | G-FORCE | |
| Registration Number: | 1468151 | MONSOON | |
| Registration Number: | 2126922 | PRO/PAK | |
| Registration Number: | 1562006 | QUADRAFOG | |
| Registration Number: | 2508861 | RES-Q-RENCH | |
| Registration Number: | 1472938 | SHO-FLOW | |
| Registration Number: | 3540383 | TASK FORCE TIPS | |
| Registration Number: | 0953433 | TFT | |
| Registration Number: | 3344049 | TFT | |
| Registration Number: | 2612394 | THE BLUE ONE | |
| Registration Number: | 2667406 | | |
| Registration Number: | 1562008 | THUNDERFOG | |
| Registration Number: | 3156954 | TORNADO | |
| TRADEMARK | | | |

CH \$515.00 2624342

| Property Type | Number | Word Mark |
|----------------------|---------|-----------|
| Registration Number: | 5266908 | VORTEX |

CORRESPONDENCE DATA

Fax Number: 3124607000
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: 312-460-5000
Email: slott@seyfarth.com
Correspondent Name: Stephen D. Lott
Address Line 1: 233 S. Wacker Drive
Address Line 2: Suite 8000
Address Line 4: Chicago, ILLINOIS 60606

| | |
|--------------------------------|-------------------|
| ATTORNEY DOCKET NUMBER: | 058550-000056 |
| NAME OF SUBMITTER: | Stephen D. Lott |
| SIGNATURE: | /Stephen D. Lott/ |
| DATE SIGNED: | 12/04/2018 |

Total Attachments: 11

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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of November 19, 2018, by TASK FORCE TIPS LLC, a Delaware limited liability company (the "Borrower"), INNOVATIVE RESCUE SYSTEMS LLC, a Delaware limited liability company ("IRS"; and together the Borrower and any other Person that becomes a Grantor as provided herein, the "Grantors" and each, a "Grantor"), in favor of CIBC Bank USA, in its capacity as administrative agent for the benefit of the financial institutions (the "Lenders") that are parties to the Credit Agreement referenced below from time to time (in such capacity, the "Administrative Agent").

RECITALS

A. Each Grantor has entered into a Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with the Lenders and the Administrative Agent, pursuant to which such Lenders have agreed to make loans to, and issue or participate in letters of credit for the account of, Grantor.

B. Each Grantor has entered into a Guaranty and Collateral Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Collateral Agreement") with the Administrative Agent pursuant to which certain obligations owed to the Lenders are secured.

C. Pursuant to the Guaranty and Collateral Agreement, each Grantor is required to execute and deliver to the Administrative Agent, for the ratable benefit of the Lenders, this Agreement.

D. Pursuant to the terms of the Guaranty and Collateral Agreement, each Grantor has granted to the Administrative Agent, for the benefit of the Lenders, a security interest in substantially all the assets of such Grantor, including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantors under the Credit Agreement and the Guaranty and Collateral Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement, each Grantor does hereby grant to the Administrative Agent, for the benefit of the Lenders, a continuing security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;

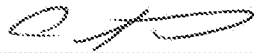
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral");
- (4) each patent and patent application, including, without limitation, each patent and patent application referred to in Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (5) each patent license, including, without limitation, each patent license listed on Schedule 2 annexed hereto, together with all goodwill associated therewith; and
- (6) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in Schedule 2 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 2 and any patent licensed under any patent license listed on Schedule 2 annexed hereto (items 4 through 6 being herein collectively referred to as the "Patent Collateral").

This security interest is granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Guaranty and Collateral Agreement and subject to limitations set forth therein. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Credit Agreement and Guaranty and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Guaranty and Collateral Agreement.

[signature page follows]

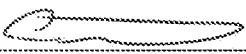
Each Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

TASK FORCE TIPS LLC

By: 

Aaron J. VanGetson
Vice President and Assistant Secretary

INNOVATIVE RESCUE SYSTEMS LLC

By: 

Aaron J. VanGetson
Vice President and Assistant Secretary

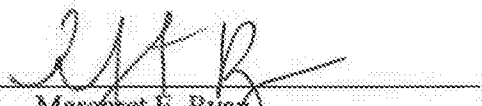
(Signature Page to Patent and Trademark Security Agreement)

TRADEMARK
REEL: 006494 FRAME: 0157

Acknowledged:

CIBC BANK USA,
as Administrative Agent

By: _____


Margaret E. Ryan
Commercial Banking Officer

(Signature Page to Patent and Trademark Security Agreement)

TRADEMARK
REEL: 006494 FRAME: 0158

SCHEDULE 1
to
PATENT AND TRADEMARK SECURITY AGREEMENT

U.S. Trademark Registrations

| <u>Grantor</u> | <u>Trademark</u> | <u>Registration No.</u> | <u>Registration Date</u> | <u>Expiration Date</u> |
|-------------------------------|------------------|-------------------------|--------------------------|------------------------|
| Innovative Rescue Systems LLC | AMKUS | 1622072 | 11/13/1990 | 01/05/2020 |
| Task Force Tips LLC | BLITZFIRE | 2624342 | 09/24/2002 | 06/27/2022 |
| Task Force Tips LLC | BLUE | 4527765 | 05/13/2014 | 09/17/2022 |
| Task Force Tips LLC | BUBBLE CUP | 1562009 | 10/24/1989 | 10/24/19 |
| Task Force Tips LLC | CROSSFIRE | 1828821 | 03/29/1994 | 03/29/24 |
| Task Force Tips LLC | DUAL-FORCE | 1742944 | 12/29/1992 | 09/30/22 |
| Task Force Tips LLC | FLIP TIP | 4497206 | 03/24/2014 | 03/18/20 |
| Task Force Tips LLC | G-FORCE | 4282620 | 01/29/2013 | 01/29/19 |
| Innovative Rescue Systems LLC | ION | 5525563 | 07/24/2018 | 11/23/2026 |
| Task Force Tips LLC | MONSOON | 1468151 | 12/08/1987 | 12/08/17 |
| Task Force Tips LLC | PRO/PAK | 2126922 | 01/06/1998 | 10/07/2026 |
| Task Force Tips LLC | QUADRAFOG | 1562006 | 10/24/1989 | 10/24/19 |
| Task Force Tips LLC | RES-Q-RENCH | 2508861 | 11/20/2001 | 08/18/21 |
| Task Force Tips LLC | SHO-FLOW | 1472938 | 01/19/1988 | 04/30/2027 |

Schedule 1 to Patent and Trademark Security Agreement

| <u>Grantor</u> | <u>Trademark</u> | <u>Registration No.</u> | <u>Registration Date</u> | <u>Expiration Date</u> |
|-------------------------------|---------------------------------------|-------------------------|--------------------------|------------------------|
| Task Force Tips LLC | TASK FORCE TIPS | 3540383 | 12/02/2008 | 06/07/2026 |
| Task Force Tips LLC | TFT | 953433 | 02/20/1973 | 11/17/2021 |
| Task Force Tips LLC | TFT (STYLIZED) | 3344049 | 11/27/2007 | 06/14/2026 |
| Innovative Rescue Systems LLC | THE AMKUS TEAM | 1393802 | 05/20/1986 | 09/26/2025 |
| Task Force Tips LLC | THE BLUE ONE | 2612394 | 08/27/2002 | 07/10/2021 |
| Task Force Tips LLC | THE COLOR BLUE (APPLIED TO A MONITOR) | 2667406 | 12/24/2002 | 06/27/2021 |
| Task Force Tips LLC | THUNDERFOG | 1562008 | 10/24/1989 | 03/08/2019 |
| Task Force Tips LLC | TORNADO | 3156954 | 10/17/2006 | 05/20/2025 |
| Task Force Tips LLC | VORTEX | 5266908 | 08/15/17 | 03/02/26 |

U.S. Trademark Applications

N/A

Non-U.S. Trademark Registrations

| <u>Country</u> | <u>Grantor</u> | <u>Trademark</u> | <u>Registration No.</u> | <u>Registration Date</u> | <u>Expiration Date</u> |
|----------------|--------------------------|------------------|-------------------------|--------------------------|------------------------|
| China | Task Force Tips LLC Inc. | TASK FORCE TIPS | 5840709 | 12/2/09 | 01/20/20 |
| China | Task Force Tips LLC Inc. | TASK FORCE TIPS | 5840708 | 12/28/09 | 12/27/19 |
| China | Task Force Tips LLC Inc. | TASK FORCE TIPS | 5840709 | 01/21/10 | 01/20/20 |
| China | Task Force | TFT (Chinese | 7165290 | 10/21/10 | 10/20/20 |

| <u>Country</u> | <u>Grantor</u> | <u>Trademark</u> | <u>Registration No.</u> | <u>Registration Date</u> | <u>Expiration Date</u> |
|----------------|---------------------|------------------|-------------------------|--------------------------|------------------------|
| | Tips LLC | characters) | | | |
| China | Task Force Tips LLC | TFT (stylized) | 5840712 | 10/14/09 | 10/13/19 |
| E.U. | Task Force Tips LLC | BLITZFIRE | 014873145 | 07/06/16 | 12/03/25 |
| E.U. | Task Force Tips LLC | G-FORCE | 014873152 | 04/04/18 | 12/03/25 |
| E.U. | Task Force Tips LLC | QUADRAFOG | 014873186 | 07/01/16 | 12/03/25 |
| E.U. | Task Force Tips LLC | TFT (stylized) | 014873103 | 07/01/16 | 12/03/25 |
| E.U. | Task Force Tips LLC | TORNADO | 014873202 | 07/19/16 | 12/03/25 |
| E.U. | Task Force Tips LLC | ULTIMATIC | 014873211 | 07/01/16 | 12/03/25 |
| France | Task Force Tips LLC | IMPULSE | 154231110 | 03/25/16 | 12/04/25 |
| France | Task Force Tips LLC | MACH 3 | 154231117 | 03/25/16 | 12/04/25 |
| France | Task Force Tips LLC | MULTIFORCE | 154231119 | 03/25/16 | 12/04/25 |
| France | Task Force Tips LLC | MULTIMATIC | 154231121 | 03/25/16 | 12/04/25 |
| France | Task Force Tips LLC | PARTNER | 154231163 | 03/25/16 | 12/04/25 |
| France | Task Force Tips LLC | QF150 | 154231145 | 03/25/16 | 12/04/25 |
| France | Task Force Tips LLC | QF500 | 154231152 | 03/25/16 | 12/04/25 |
| France | Task Force Tips LLC | TFT (stylized) | 063471086 | 07/21/07 | 12/21/26 |
| France | Task Force Tips LLC | ULTIFORCE | 154231128 | 03/25/16 | 12/04/25 |

Schedule 1 to Patent and Trademark Security Agreement

| <u>Country</u> | <u>Grantor</u> | <u>Trademark</u> | <u>Registration No.</u> | <u>Registration Date</u> | <u>Expiration Date</u> |
|----------------|---------------------|------------------|-------------------------|--------------------------|------------------------|
| France | Task Force Tips LLC | VORTEX | 154231171 | 03/25/16 | 12/04/25 |
| South Korea | Task Force Tips LLC | TFT (stylized) | 40-0741628 | 03/24/2008 | 03/24/28 |

Non-U.S. Trademark Applications

N/A

Common Law Trademarks

All of the following used in the United States by Task Force Tips LLC:

1. FOAMJET
2. HEMISPHERE
3. HURRICANE
4. IMPULSE
5. MASTER FOAM
6. MAX-FLOW
7. MAX-FORCE
8. METRO
9. MID-FORCE
10. MID-MATIC
11. OASIS
12. TWISTER
13. TYPHOON
14. ULTIMATIC
15. EF1

All of the following used in the United States by Innovative Rescue Systems LLC:

1. MINI-SIMO
2. SUPER SIMO
3. GATOR TIP
4. 240 SS

SCHEDULE 2
to
PATENT AND TRADEMARK SECURITY AGREEMENT

U.S. Patent Registrations

| <u>Grantor</u> | <u>Description</u> | <u>Patent No.</u> | <u>Issue Date</u> | <u>Expiration Date</u> |
|---------------------|--|-------------------|-------------------|------------------------|
| Task Force Tips LLC | FIREFIGHTING NOZZLE | D640771 | 06/28/11 | 06/28/25 |
| Task Force Tips LLC | RES-Q-RENCH | 6308355 | 10/30/01 | 03/02/20 |
| Task Force Tips LLC | BALL GATE INTAKE VALVE (BGIV) | 6382247 | 05/07/02 | 03/20/20 |
| Task Force Tips LLC | SEGMENTED MONITOR | 7137578 | 11/21/06 | 07/19/2024 |
| Task Force Tips LLC | CABLE MANAGEMENT APPARATUS | 7147062 | 12/12/06 | 05/27/2025 |
| Task Force Tips LLC | EDUCTOR APPARATUS | 7367361 | 05/06/08 | 11/22/2025 |
| Task Force Tips LLC | APPARATUS FOR SECURING A COUPLING OR FITTING TO A SPIRAL BEAD HOSE | 7418770 | 04/13/05 | 04/25/2026 |
| Task Force Tips LLC | PORTABLE REMOTE CONTROLLED VALVE | 8733387 | 05/27/14 | 11/19/2030 |
| Task Force Tips LLC | ADJUSTABLE FIREFIGHTING NOZZLE | 9138754 | 09/22/15 | 03/08/2033 |
| Task Force Tips LLC | PIVOTING FLUID CONDUIT SEQUENCING MECHANISM | 9272171 | 03/01/16 | 03/15/2033 |

| <u>Grantor</u> | <u>Description</u> | <u>Patent No.</u> | <u>Issue Date</u> | <u>Expiration Date</u> |
|-------------------------------|---|-------------------|-------------------|------------------------|
| Task Force Tips LLC | HAPTIC FEEDBACK FLOW INDICATOR | 9295863 | 03/29/16 | 02/28/2034 |
| Innovative Rescue Systems LLC | HAND POWERED HYDRAULIC RESCUE STRUT | 9278836 | 03/08/16 | 11/01/2031 |
| Task Force Tips LLC | FIREFIGHTING NOZZLE WITH TRIGGER OPERATED SLIDE VALVE | 9839801 | 12/12/17 | 04/30/2035 |

U.S. Patent Applications

| <u>Grantor</u> | <u>Description</u> | <u>Application No.</u> | <u>Filing Date</u> |
|---------------------|------------------------------------|------------------------|--------------------|
| Task Force Tips LLC | FIREFIGHTING NOZZLE (aka "VORTEX") | 15286921 | 10/6/2016 |

Non-U.S. Patent Registrations

| <u>Description</u> | <u>Country</u> | <u>Patent No.</u> | <u>Issue Date</u> | <u>Expiration Date</u> |
|---------------------------------|----------------|-------------------|-------------------|------------------------|
| BLITZFIRE ACCEL. SHUT-OFF VALVE | France | 2805880B1 | 05/31/2002 | 01/3/2020 |

Non-U.S. Patent Applications

| <u>Grantor</u> | <u>Description</u> | <u>Application No.</u> | <u>Filing Date</u> |
|----------------------|---|------------------------|--------------------|
| Task Force Tips Inc. | FIREFIGHTING NOZZLE WITH TRIGGER OPERATED SLIDE VALVE | PCT/US2016/029589 | 2016-04-27 |
| | | WO2016176345A1 | 2016-11-03 |
| Task Force Tips Inc. | FIREFIGHTING NOZZLE WITH TRIGGER OPERATED SLIDE VALVE | EP20160787079 | 2016-04-27 |
| | | EP3288647A1 | 2018-03-07 |
| Task Force Tips Inc. | FIREFIGHTING NOZZLE (aka "Vortex") | PCT/US2016/056222 | 2016-10-10 |
| | | WO2017066109A1 | 2017-04-20 |

| <u>Grantor</u> | <u>Description</u> | <u>Application No.</u> | <u>Filing Date</u> |
|-------------------------|---|------------------------|--------------------|
| Task Force Tips Inc. | FIREFIGHTING NOZZLE (aka "Vortex") | CN 201680059742 | 2016-10-10 |
| | | CN108348797A | 2018-07-31 |
| Task Force Tips Inc. | FIREFIGHTING NOZZLE (aka "Vortex") | EP20160785639 | 2016-10-10 |
| | | EP3362155A1 | 2018-08-22 |

Schedule 2 to Patent and Trademark Security Agreement

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RECORDED: 12/04/2018

**TRADEMARK
REEL: 006494 FRAME: 0165**