

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM501420

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GTM Intermediate Holdings, Inc.		12/07/2018	Corporation: DELAWARE
Tactical Medical Solutions, LLC		12/07/2018	Limited Liability Company: SOUTH CAROLINA
Griffin Logistics, LLC		12/07/2018	Limited Liability Company: SOUTH CAROLINA

RECEIVING PARTY DATA

Name:	The Huntington National Bank, as Administrative Agent
Street Address:	5555 Cleveland Ave.
Internal Address:	GW1W37
City:	Columbus
State/Country:	OHIO
Postal Code:	43231
Entity Type:	a national banking association: UNITED STATES

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Registration Number:	3422628	
Registration Number:	4283527	PHANTOM
Serial Number:	87832175	RC
Serial Number:	87858231	RC
Registration Number:	3732145	BLAST
Registration Number:	4180508	CRATOS
Registration Number:	4060136	FOXTROT
Registration Number:	3551127	HELIOS
Registration Number:	3603222	OLAES
Registration Number:	3794250	PHANTOM
Registration Number:	4292906	PHANTOM
Registration Number:	5400196	R-AID
Registration Number:	5344178	RESCUE CRAFT
Registration Number:	5443231	RESCUE CRAFT

OP \$540.00 3422628

Property Type	Number	Word Mark
Serial Number:	87858234	RESCUE CRAFT
Registration Number:	3619411	SOF
Serial Number:	86515483	TACMED
Serial Number:	86516001	TACMED
Registration Number:	4069430	TACTICAL MEDICAL SOLUTIONS
Registration Number:	4921989	TRAMEDIC
Registration Number:	4918005	TRAMEDICUBE

CORRESPONDENCE DATA

Fax Number: 7349302494

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: 7349302488

Email: ipfilings@bodmanlaw.com

Correspondent Name: Susan M. Kornfield - Bodman PLC

Address Line 1: 201 South Division

Address Line 2: Suite 400

Address Line 4: Ann Arbor, MICHIGAN 48104

NAME OF SUBMITTER:	SUSAN M. KORNFIELD
SIGNATURE:	/susan m. kornfield/
DATE SIGNED:	12/10/2018

Total Attachments: 7

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AGREEMENT**(Trademark)**

THIS AGREEMENT (TRADEMARK) (this "Agreement"), dated as of December 7, 2018, between the undersigned (individually each the "Debtor" and collectively the "Debtors") and The Huntington National Bank, as Administrative Agent for the Lenders (as defined below) ("Secured Party").

WITNESSETH

A. WHEREAS, pursuant to that certain Credit Agreement dated as of December 7, 2018 (as amended, restated or otherwise modified from time to time, the "Credit Agreement") by and among GTM Intermediate Holdings, Inc., a Delaware corporation ("Holdings") and, following the consummation of the TacMed Acquisition, Tactical Medical Solutions, LLC, a South Carolina limited liability company ("TacMed") and Griffin Logistics, LLC, a South Carolina limited liability company ("Griffin", and collectively with Holdings and TacMed, the "Borrowers" and each a "Borrower"), the financial institutions from time to time signatory thereto (individually a "Lender", and any and all such financial institutions collectively the "Lenders") and Secured Party, the Secured Party has agreed, subject to the satisfaction of certain terms and conditions, to make Loans to the Borrower and to provide for the issuance of Letters of Credit for the account of the Borrower, individually, or jointly and severally, as provided therein; and

B. WHEREAS, in connection with the Credit Agreement, the Debtors have executed and delivered that certain Security Agreement, dated as of December 7, 2018 to the Secured Party (as amended or otherwise modified from time to time, the "Security Agreement"); and

C. WHEREAS, as a condition precedent to the making of the Loans under the Credit Agreement, the Debtors are required to execute and deliver this Agreement and to further confirm the grant to the Secured Party for the benefit of the Secured Party a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Obligations (as defined in the Credit Agreement).

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, and in order to induce the Secured Party to make Loans (including the initial Loan) to the Borrower pursuant to the Credit Agreement, Debtors agree, for the benefit of the Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment and performance when due of all of the Obligations, each Debtor does hereby mortgage, pledge and hypothecate to the Secured Party, and grant to the Secured Party a security

interest in, all of the following property of such Debtor (the “Trademark Collateral”), whether now owned or hereafter acquired or existing:

(a) all license agreements with any other Person in connection with any of the Trademarks or such other Person’s names or trademarks, whether a Debtor is a licensor or a licensee under any such license agreement, including, without limitation, the license agreements listed on Schedule 1.1 hereto and made a part hereof, subject, in each case, to the terms of such license agreements, and the right to prepare for sale, and to sell and advertise for sale, all inventory now or hereafter covered by such licenses;

(b) all trademarks, service marks, trade names, trade dress or other indicia of trade origin, trademark and service mark registrations, and applications for trademark or service mark registrations, and any renewals thereof, including, without limitation, each registration and application identified on *Schedule 1.1* attached hereto and made a part hereof, and including without limitation (a) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (b) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all Trademark Licenses entered into in connection therewith, and damages and payments for past or future infringements thereof) and (c) all rights corresponding thereto and all other rights of any kind whatsoever of a Debtor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin;

(c) all renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by each of the items described in, clauses (a), (b) and (c); and

(e) all proceeds of, and rights associated with, the foregoing, including any right to sue or claim by the Debtors against third parties for past, present, or future infringement or dilution of any Trademark, Trademark registration, or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Schedule 1.1 attached hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Debtors for the purpose of registering the security interest of the Secured Party in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party under the Security Agreement as security for the discharge and performance of the Obligations. The Security Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. The Administrative Agent shall, upon the written request of the Debtors, execute and deliver to the Debtors a proper instrument or instruments acknowledging the release of the security interest and Liens established hereby on

any Trademark Collateral: (a) if the sale or other disposition of such Trademark Collateral is permitted under the terms of the Credit Agreement and, at the time of such proposed release, both before and after giving effect thereto, no Default or Event of Default has occurred and is continuing, (b) if the sale or other disposition of such Trademark Collateral is not permitted under the terms of the Credit Agreement, provided that the requisite Lenders under such Credit Agreement shall have consented to such sale or disposition in accordance with the terms thereof, or (c) if such release has been approved by the requisite Lenders in accordance with Section 5.24 of the Credit Agreement.

SECTION 5. Acknowledgment. The Debtors do hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Documents, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.


SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.


DEBTORS:

GTM INTERMEDIATE HOLDINGS, INC.

By:  _____

Its: President

TACTICAL MEDICAL SOLUTIONS, LLC

By:  _____

Its: Secretary

GRIFFIN LOGISTICS, LLC

By:  _____

Its: Secretary

SECURED PARTY:

**THE HUNTINGTON NATIONAL BANK, as
Administrative Agent**

By: _____

Its: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

DEBTORS:

GTM INTERMEDIATE HOLDINGS, INC.

By: _____

Its: _____

TACTICAL MEDICAL SOLUTIONS, LLC

By: _____

Its: _____

GRIFFIN LOGISTICS, LLC

By: _____

Its: _____

SECURED PARTY:





THE HUNTINGTON NATIONAL BANK, as
Administrative Agent

By: ADAR

Its: SENIOR VICE PRESIDENT

SCHEDULE 1.1

U.S. FEDERAL TRADEMARK COLLATERAL

<u>Trademarks</u>	<u>Owner</u>	<u>Filing Date</u>	<u>Status</u>	<u>Registration/Application No.</u>	<u>Owned or Licensed?</u>
	Tactical Medical Solutions, LLC	September 2, 2007	Active	Reg. No. 3,422,628	Owned
	Tactical Medical Solutions, LLC	April 18, 2011	Active	Reg. No. 4,283,527	Owned
	Tactical Medical Solutions, LLC	March 13, 2018	Active	App. No. 87/832,175	Owned
	Tactical Medical Solutions, LLC	March 31, 2018	Active	App. No. 87/858,231	Owned
BLAST	Tactical Medical Solutions, LLC	April 3, 2008	Active	Reg. No. 3,732,145	Owned
CRATOS	Tactical Medical Solutions, LLC	April 26, 2011	Active	Reg. No. 4,180,508	Owned
FOXTROT	Tactical Medical Solutions, LLC	April 26, 2011	Active	Reg. No. 4,060,136	Owned
HELIOS	Tactical Medical Solutions, LLC	August 17, 2007	Active	Reg. No. 3,551,127	Owned
OLAES	Tactical Medical Solutions, LLC	May 24, 2007	Active	Reg. No. 3,603,222	Owned
PHANTOM	Tactical Medical Solutions, LLC	January 5, 2009	Active	Reg. No. 3,794,250	Owned

<u>Trademarks</u>	<u>Owner</u>	<u>Filing Date</u>	<u>Status</u>	<u>Registration/Application No.</u>	<u>Owned or Licensed?</u>
PHANTOM	Tactical Medical Solutions, LLC	April 18, 2011	Active	Reg. No. 4,292,906	Owned
R-AID	Tactical Medical Solutions, LLC	June 12, 2017	Active	Reg. No. 5,400,196	Owned
RESCUE CRAFT	Tactical Medical Solutions, LLC	September 28, 2016	Active	Reg. No. 5,344,178	Owned
RESCUE CRAFT	Tactical Medical Solutions, LLC	September 12, 2017	Active	Reg. No. 5,443,231	Owned
RESCUE CRAFT	Tactical Medical Solutions, LLC	March 31, 2018	Active	App. No. 87/858,234	Owned
SOF	Tactical Medical Solutions, LLC	November 26, 2008	Active	Reg. No. 3,619,411	Owned
TACMED	Tactical Medical Solutions, LLC	January 27, 2015	Active	App. No. 86/515,483	Owned
TACMED	Tactical Medical Solutions, LLC	January 27, 2015	Active	App. No. 86/516,001	Owned
TACTICAL MEDICAL SOLUTIONS	Tactical Medical Solutions, LLC	July 30, 2010	Active	Reg. No. 4,069,430	Owned
TRAMEDIC	Griffin Logistics, LLC	May 6, 2015	Active	Reg. No. 4,921,989	Owned
TRAMEDICUBE	Griffin Logistics, LLC	May 7, 2015	Active	Reg. No. 4,918,005	Owned