

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM502451

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Notice of Grant of Security Interest in Trademarks - First Lien
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	LLC Entity Type
Roll-Rite LLC		11/30/2018	Corporation: DELAWARE

RECEIVING PARTY DATA

Limited Liability company

Name:	Goldman Sachs Bank USA, as Collateral Agent
Street Address:	200 West Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10282-2198
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	4440849	RITE-TOUCH
Registration Number:	2005681	ROLL-RITE
Registration Number:	1927902	ROLL-RITE
Registration Number:	2706179	TARPMASER
Registration Number:	2861698	TARPSTRETCHER
Registration Number:	4591982	WEATHER-ARC
Registration Number:	5020096	POWERED BY ROLL-RITE
Registration Number:	4992240	ROLL · RITE
Registration Number:	4992230	ROLL-RITE
Registration Number:	3095556	ADVANCED TARPING TECHNOLOGIES
Registration Number:	1905561	PULLTARPS
Registration Number:	3027170	SLOPE DETECTOR
Registration Number:	3045504	SMART SWITCH
Registration Number:	3474274	THE TARP BOOK

CH \$365.00 4440849

CORRESPONDENCE DATA

Fax Number: 2127514864

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: 212-906-1216
Email: angela.amaru@lw.com
Correspondent Name: Latham & Watkins LLP c/o Angela M. Amaru
Address Line 1: 885 Third Avenue
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 049646-0440

NAME OF SUBMITTER: Angela M. Amaru

SIGNATURE: /s/ Angela M. Amaru

DATE SIGNED: 12/18/2018

Total Attachments: 5

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Notice of Grant of Security Interest in Trademarks

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of November 30, 2018 (this "Agreement"), made by ROLL-RITE LLC, a Delaware limited liability company (the "Pledgor"), in favor of GOLDMAN SACHS BANK USA, as Collateral Agent (as defined below).

Reference is made to the Security Agreement (First Lien), dated as of February 1, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among Swordfish Merger Sub, LLC, a Delaware limited liability company (prior to the Merger, the "Borrower"), which upon effectiveness of the Merger was merged with and into Safe Fleet Holdings LLC, a Delaware limited liability company ("Target", and after the Merger, the "Borrower"), each subsidiary of the Borrower from time to time party thereto, Swordfish Parent, Inc., a Delaware corporation, and Goldman Sachs Bank USA, as collateral agent for the Secured Parties referred to therein (together with its successors and assigns in such capacity, the "Collateral Agent"). Reference is further made to Supplement No. 2 to the Security Agreement (First Lien), dated as of November 30, 2018, by operation of which the Pledgor is a party to the Security Agreement. The parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

SECTION 2. *Grant of Security Interest.* As security for the payment and performance, as applicable, in full of the Secured Obligations, the Pledgor pursuant to the Security Agreement did, and hereby does, assign and pledge to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest in all of such Pledgor's right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Assets, the "Trademark Collateral"):

(a) all trademarks (including service marks), common law marks, trade names, trade dress, and logos, slogans and other indicia of origin under the laws of any jurisdiction in the world, and the registrations and applications for registration thereof, including those listed on Schedule I and the goodwill of the business symbolized by the foregoing; (b) all renewals of the foregoing; (c) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements, dilutions, or other violations thereof; (d) all rights to sue for past, present, and future infringements, dilutions and other violations of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (e) all rights corresponding to any of the foregoing;

provided, however, that the foregoing pledge, assignment and grant of security interest will not cover any intent-to-use Trademark application prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, only to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use Trademark application under applicable law.

SECTION 3. *Security Agreement*. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. The Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. *Counterparts*. This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

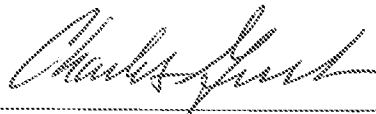
SECTION 5. *Governing Law*. **THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT, TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.**

SECTION 6. *Termination*. This Agreement is made to secure the payment of the Secured Obligations. This Agreement and the security interest granted hereby shall terminate with respect to all of the Pledgor’s Secured Obligations and any Lien arising therefrom shall be automatically released upon termination of the Security Agreement or release of the Pledgor’s Secured Obligations thereunder or as otherwise provided in the Security Agreement. The Collateral Agent shall, in connection with any termination or release herein or under the Security Agreement, execute and deliver to the Pledgor as the Pledgor may request, an instrument in writing releasing the security interest in the Trademark Collateral acquired under this Agreement. Additionally, upon such payment (and when otherwise contemplated by the Security Agreement), the Collateral Agent shall reasonably cooperate with any efforts made by the Pledgor to make of record or otherwise confirm such satisfaction including, but not limited to, the release and/or termination of this Agreement and any security interest in, to or under the Trademark Collateral.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

ROLL-RITE LLC

By: 
Name: Charles D. Gessler
Title: Chief Financial Officer and
Assistant Secretary

[Signature Page to Notice of Grant of Security Interest in Trademarks (First Lien)]

TRADEMARK
REEL: 006523 FRAME: 0249

ACCEPTED AND AGREED:

GOLDMAN SACHS BANK USA,
as Collateral Agent

By: 

Name:

Title:

Thomas M. Manning
Authorized Signatory

[Signature Page to Notice of Grant of Security Interest in Trademarks (First Lien)]

TRADEMARK

REEL: 006523 FRAME: 0250

Schedule I
to Notice of Grant of Security Interest in Trademarks

Trademarks Owned by Roll-Rite LLC

U.S. Federal Registered and Applied for Trademarks

Trademark	Reg. No. / Serial No.	Registration Date / Application Date	Status
RITE-TOUCH	4,440,849	11/26/2013	Registered
ROLL-RITE	2,005,681	10/8/1996	Registered
ROLL-RITE	1,927,902	10/17/1995	Registered
TARPMaster	2,706,179	4/15/2003	Registered
TARPSTRETCHER	2,861,698	7/6/2004	Registered
WEATHER-ARC	4,591,982	8/26/2014	Registered
POWERED BY ROLL-RITE	5,020,096	8/16/2016	Registered
ROLL-RITE logo w/o border	4,992,240	7/5/2016	Registered
ROLL-RITE logo with border	4,992,230	7/5/2016	Registered
ADVANCED TARPING TECHNOLOGIES	3,095,556	5/23/2006	Registered
PULLTARPS	1,905,561	7/18/1995	Registered
SLOPE DETECTOR	3,027,170	12/13/2005	Registered
SMART SWITCH	3,045,504	1/17/2006	Registered
THE TARP BOOK	3,474,274	7/22/2008	Registered
GHOST ROLLER	87/548,847 ITU	7/31/2017	Pending