

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM496864

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SureWerx USA Inc.		11/01/2018	Corporation: ILLINOIS

RECEIVING PARTY DATA

Name:	Golub Capital LLC, as Administrative Agent
Street Address:	666 Fifth Avenue, 18th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10103
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 44

Property Type	Number	Word Mark
Serial Number:	88001070	SELLSTROM
Registration Number:	0585629	SELLSTROM
Registration Number:	0824862	SELLSTROM SAFEGUARDS
Registration Number:	0828204	SELLSTROM
Registration Number:	0880861	S
Registration Number:	0924700	MONITOR
Registration Number:	0991446	TONEDOWN
Registration Number:	1053460	SELLSTROM
Registration Number:	1212230	RTC
Registration Number:	1279696	RETRACTALOK
Registration Number:	1342045	AFF AMERICAN FORGE & FOUNDRY
Registration Number:	1394697	CLIMB*RITE
Registration Number:	1366486	ESCAPE-RITE
Registration Number:	1576225	GUEST-GARD
Registration Number:	1579718	SELLSTROM STA-CLEAR
Registration Number:	1656648	IRON MASK
Registration Number:	1705765	INFRA-GUARD
Registration Number:	1638302	RAILWALKER
Registration Number:	1639629	EXTRICATOR

CH \$1115.00 88001070

Property Type	Number	Word Mark
Registration Number:	1697399	PERMACABLE
Registration Number:	1668356	BEAMWALKER
Registration Number:	1752299	POLYSTEEL
Registration Number:	1851409	SENTRYWASH
Registration Number:	1861724	GRAVIT-EYE
Registration Number:	1914119	MAXVIEW
Registration Number:	1879094	REDI-SEP
Registration Number:	1858471	SAFE-T-FOLD
Registration Number:	1868101	SEBRING
Registration Number:	2004834	SKY ANCHOR
Registration Number:	1971443	RAPID-CLEAR
Registration Number:	2232662	SELLSTROM RTC
Registration Number:	2244906	SELLSTROM RTC
Registration Number:	2258494	RAILWALKER
Registration Number:	2724529	IMPULSE
Registration Number:	2367962	RETRACTOR
Registration Number:	2377277	SHOCKPAK
Registration Number:	2528987	PHANTOM
Registration Number:	2467350	THE TECHNOLOGY LEADER IN FALL PROTECTION
Registration Number:	2521014	TITAN
Registration Number:	2431723	EXPANDER
Registration Number:	2737717	XVA
Registration Number:	2791926	XVA X-TENDED VIEWING AREA
Registration Number:	2903124	VIKING
Registration Number:	3557583	

CORRESPONDENCE DATA

Fax Number: 3129021061
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: 312.577.8034
Email: oscar.ruiz@kattenlaw.com
Correspondent Name: Oscar Ruiz c/o Katten Muchin Rosenman
Address Line 1: 525 West Monroe Street
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	337968-314
NAME OF SUBMITTER:	Oscar Ruiz
SIGNATURE:	/Oscar Ruiz/
DATE SIGNED:	11/05/2018

Total Attachments: 7

source=trademark security agreement (SureWerx USA)#page1.tif

source=trademark security agreement (SureWerx USA)#page2.tif

source=trademark security agreement (SureWerx USA)#page3.tif

source=trademark security agreement (SureWerx USA)#page4.tif

source=trademark security agreement (SureWerx USA)#page5.tif

source=trademark security agreement (SureWerx USA)#page6.tif

source=trademark security agreement (SureWerx USA)#page7.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this “Agreement”) is made as of November 1, 2018, by **SUREWERX USA INC.**, an Illinois corporation (“Grantor”), in favor of **GOLUB CAPITAL LLC**, in its capacity as Administrative Agent for the Lenders party to the Credit Agreement (defined below) (together with its successors and assigns in such capacity, “Grantee”):

WITNESSETH:

WHEREAS, Grantee, the Lenders from time to time party thereto, SureWerx Intermediate Company, a Delaware corporation, as a Guarantor, the other Guarantors party thereto, 11021591 Canada Inc., a federal Canadian corporation, as Initial Borrower, and Jet Equipment & Tools Ltd., a federal Canadian corporation, as Successor Borrower upon and after consummation of the Amalgamation and the JET Amalgamation, are parties to that certain Credit and Guaranty Agreement of even date herewith (as the same may be amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), providing for extensions of credit to be made to the Borrower by the Lenders (capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings ascribed to such terms in the Credit Agreement or, if not defined in the Credit Agreement, then as defined in the Security Agreement (as defined below)); and

WHEREAS, pursuant to the terms of that certain Security and Pledge Agreement (US) dated as of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), by and among Grantor, Grantee, and the other Persons party thereto as “Grantors” thereunder, Grantor has granted to Grantee, for the benefit of itself and the Lenders, a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned or existing and hereafter acquired Trademarks, Trademark registrations and Trademark applications (excluding any “intent to use” Trademark applications under United States law for which a statement of use or amendment to allege use has not been filed with the U.S. Patent and Trademark Office (but only until such statement or amendment is accepted by the U.S. Patent and Trademark Office)), and all proceeds thereof, to secure the payment of the Obligations.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee, to secure the payment of the Obligations, a continuing security interest in all of Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “Trademark Collateral”), whether presently existing or hereafter created or acquired:

- (1) each Trademark registration and Trademark application owned by Grantor, including, without limitation, the Trademark registrations and Trademark applications referred to in **Schedule 1** annexed hereto;

(2) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement, misappropriation, dilution, violation or impairment of any Trademark registration owned by Grantor including, without limitation, the Trademark registrations referred to in **Schedule 1** annexed hereto and the Trademark registrations issued with respect to the Trademark applications referred to in **Schedule 1** annexed hereto.

The security interests granted hereunder are granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest 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 of any conflict between any provision of this Agreement and the Security Agreement, the Security Agreement shall govern.

This Agreement constitutes a Financing Document. 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. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

(Signature Pages Follow)


IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the day and year first hereinabove set forth.

SUREWERX USA INC.

By: *Constantine P. Elefter*
Name: Constantine Elefter
Title: Vice President

Agreed and Accepted:

GOLUB CAPITAL LLC,
as Administrative Agent

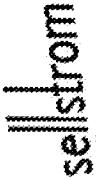

By: 
Name: _____
Title: _____

Schedule 1


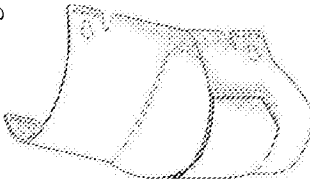
Trademark Applications

MARK	APPLN NO.	FILED	REGN NO.	REGN DATE	OWNER	STATUS	
SELLSTROM	88001070	6/14/18			SureWerx USA Inc.	Pending	
COUNTRY	MARK	APPLN NO.	FILED	REGN NO.	REGN DATE	OWNER	STATUS
Canada	SELLSTROM	0296631	4/27/66	TMA152553	8/18/67	SureWerx USA Inc.	Registered
Canada	SELLSTROM	0296631-01	5/10/18			SureWerx USA Inc.	Pending

Trademark Registrations

MARK	APPLN NO.	FILED	REGN NO.	REGN DATE	OWNER	STATUS
SELLSTROM	71618254	5/17/51	585629	2/16/54	SureWerx USA Inc.	Registered
						
SELLSTROM SAFEGUARDS	72240207	3/4/66	824862	2/28/67	SureWerx USA Inc.	Registered
SELLSTROM	72240208	3/4/66	828204	5/2/67	SureWerx USA Inc.	Registered
S 	72294784	4/3/68	880861	11/18/69	SureWerx USA Inc.	Registered
MONITOR	72376001	11/13/70	924700	11/30/71	SureWerx USA Inc.	Registered
TONEDOWN	72430273	7/19/72	991446	8/20/74	SureWerx USA Inc.	Registered
SELLSTROM	72447673	2/5/73	1053460	11/23/76	SureWerx USA Inc.	Registered
RTC	73298493	2/24/81	1212230	10/12/82	SureWerx USA Inc.	Registered
RETRACTALOK	73413041	2/10/83	1279696	5/29/84	SureWerx USA Inc.	Registered
AFF AMERICAN FORGE & FOUNDRY	73437831	8/4/83	1342045	6/18/15	SureWerx USA Inc.	Registered

MARK	APPLN NO.	FILED	REGN NO.	REGN DATE	OWNER	STATUS
CLIMB*RITE	73532586	4/16/85	1394697	5/27/86	SureWerx USA Inc.	Registered
ESCAPE-RITE	73532587	4/16/85	1366486	10/22/85	SureWerx USA Inc.	Registered
GUEST-GARD	73804732	6/5/89	1576225	1/9/90	SureWerx USA Inc.	Registered
SELLSTROM STA-CLEAR	73804812	6/5/89	1579718	1/30/90	SureWerx USA Inc.	Registered
IRON MASK	74017148	1/8/90	1656648	9/10/91	SureWerx USA Inc.	Registered
INFRA-GUARD	74039973	3/19/90	1705765	8/4/92	SureWerx USA Inc.	Registered
RAIL WALKER	74063088	5/29/90	1638302	3/19/91	SureWerx USA Inc.	Registered
EXTRICATOR	74063089	5/29/90	1639629	4/2/91	SureWerx USA Inc.	Registered
PERMACABLE	74092988	8/31/90	1697399	6/30/92	SureWerx USA Inc.	Registered
BEAMWALKER	74120480	12/4/90	1668356	12/17/91	SureWerx USA Inc.	Registered
POLYSTEEL	74209485	10/4/91	1752299	2/16/93	SureWerx USA Inc.	Registered
SENTRY WASH	74372636	3/29/93	1851409	8/30/94	SureWerx USA Inc.	Registered
GRAVIT-EYE	74387567	5/5/93	1861724	11/8/94	SureWerx USA Inc.	Registered
MAXVIEW	74391463	5/14/93	1914119	8/22/95	SureWerx USA Inc.	Registered
REDI-SEP	74397162	5/28/93	1879094	2/14/95	SureWerx USA Inc.	Registered
SAFE-T-FOLD	74455747	11/9/93	1858471	10/18/94	SureWerx USA Inc.	Registered
SEBRING	74459496	11/17/93	1868101	12/20/94	SureWerx USA Inc.	Registered
SKY ANCHOR	74551594	7/20/94	2004834	10/1/96	SureWerx USA Inc.	Registered
RAPID-CLEAR	74686289	6/9/95	1971443	4/30/96	SureWerx USA Inc.	Registered
SELLSTROM RTC	75183367	10/18/96	2232662	3/16/99	SureWerx USA Inc.	Registered
sellstrum K.C.						
SELLSTROM RTC	75183639	10/16/96	2244906	5/11/99	SureWerx USA Inc.	Registered
sellstrum K.C.						
RAIL WALKER	75281505	4/25/97	2258494	7/6/99	SureWerx USA Inc.	Registered
IMPULSE	75598586	12/3/98	2724529	6/10/03	SureWerx USA Inc.	Registered
RETRACTOR	75628877	1/27/99	2367962	7/18/00	SureWerx USA Inc.	Registered
SHOCKPAK	75728129	6/14/99	2377277	8/15/00	SureWerx USA Inc.	Registered
PHANTOM	75841195	11/4/99	2528987	1/15/02	SureWerx USA Inc.	Registered
THE TECHNOLOGY LEADER IN FALL PROTECTION SYSTEMS	75879023	12/23/99	2467350	7/10/01	SureWerx USA Inc.	Registered
TITAN	75887637	1/5/00	2521014	12/18/01	SureWerx USA Inc.	Registered

MARK	APPLN NO.	FILED	REGN NO.	REGN DATE	OWNER	STATUS
EXPANDER	76018519	3/29/00	2431723	2/27/01	SureWerx USA Inc.	Registered
XVA	76171540	11/27/00	2737717	6/15/03	SureWerx USA Inc.	Registered
XVA X-TENDED VIEWING AREA	76178220	12/8/00	2791926	12/9/03	SureWerx USA Inc.	Registered
VIKING	78180715	10/31/02	2903124	11/16/04	SureWerx USA Inc.	Registered
						
Knee Pad Design	78844875	3/23/06	3557583	1/6/09	SureWerx USA Inc.	Registered
						

COUNTRY	MARK	APPLN NO.	FILED	REGN NO.	REGN DATE	OWNER	STATUS
Canada	SELLSTROM	0296631	4/27/66	TMA1525 53	8/18/67	SureWerx USA Inc.	Registered
Canada	SELLSTROM SAFEGUARDS	0296630	4/27/66	TMA1518 61	7/7/67	SureWerx USA Inc.	Registered