

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM496817

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Jet Equipment & Tools Ltd.		11/01/2018	Corporation: CANADA
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:	10111		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Serial Number:	87009690	INSU-LINE	
Serial Number:	87640577	PIONEER ESTABLISHED/DEPUIS 1887	
Serial Number:	87640551	PIONEER	
Serial Number:	87454126	BE SMART. BE SAFE. BE SURE.	
Serial Number:	86889042	SW SUREWERX	
Serial Number:	86889014	SUREWERX	
Registration Number:	5300646	PIONEER RANPRO	
Registration Number:	5246614	PIONEER	
Registration Number:	4993743	PIONEER	
Registration Number:	5256620	STARTECH	
Registration Number:	5192098	RANPRO	
Registration Number:	4104965	FLAME-GARD	
Registration Number:	3556140	RANPRO	
Registration Number:	0823971	STRONGARM	
CORRESPONDENCE DATA			
Fax Number:	3129021061		
<i>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.</i>			
Phone:	312.577.8034		

CH \$365.00 87009690

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: 14

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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 **JET EQUIPMENT & TOOLS LTD.**, a federal Canadian 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 (Canada) 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.

JET EQUIPMENT & TOOLS LTD.

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
INSU-LINE	87009690	4/21/16			Jet Equipment & Tools Ltd.	Pending
PIONEER ESTABLISHED/DEPUIS 1887	87640577	10/10/17			Jet Equipment & Tools Ltd./Equipment & Outillage Jet Litee	Pending
						
PIONEER	87640551	10/10/17			Jet Equipment & Tools Ltd./Equipment & Outillage Jet Litee	Pending
BE SMART. BE SAFE. BE SURE.	87454126	5/17/17			Jet Equipment & Tools Ltd.	Pending
SW SUREWERX 	86889042	1/27/16			Jet Equipment & Tools Ltd.	Pending
SUREWERX	86889014	1/27/16			Jet Equipment & Tools Ltd.	Pending

COUNTRY	MARK	APPLN NO.	FILED	REGN NO.	REGN DATE	OWNER	STATUS
Canada	SELLSTROM	0296631-01	5/10/18			SureWorx USA Inc.	Pending
Canada	SUREWERX & Design 	1761038	12/23/15			Jet Equipment & Tools Ltd.	Pending


COUNTRY	MARK	APPLN NO.	FILED	REGN NO.	REGN DATE	OWNER	STATUS
Canada	SUREWERX	1759186	12/11/15			Jet Equipment & Tools Ltd.	Pending
Canada	PIONEER & Design	1845973	7/5/17			Jet Equipment & Tools Ltd. / Equipment & Outillage Jet Ltee	Pending
Canada							
Canada	PIONEER	0647584-02	7/5/17			Jet Equipment & Tools Ltd. / Equipment & Outillage Jet Ltee	Pending
Canada	PIONEER RANPRO Design	1823957	2/22/17			Jet Equipment & Tools Ltd.	Pending
Canada							
Canada	BE SMART. BE SAFE. BE SURE.	1835058	4/28/17			Jet Equipment & Tools Ltd.	Pending



Trademark Registrations

MARK	APPLN NO.	FILED	REGN NO.	REGN DATE	OWNER	STATUS
PIONEER RANPRO	8736051	3/6/17	5300646	10/3/17	Jet Equipment & Tools Ltd./Equipment & Outillage Jet Ltee	Registered
						
PIONEER	8601206	7/16/13	5246614	7/18/17	Jet Equipment & Tools Ltd. Equipment & Outillage Jet Ltee	Registered

MARK	APPLN NO.	FILED	REGN NO.	REGN DATE	OWNER	STATUS
						
PIONEER	8601206 2	7/16/13	4993743	7/5/16	Jet Equipment & Tools Ltd. Equipment & Outillage Jet Litee	Registered
STARTTECH	8636331 4	8/11/14	5256620	8/1/17	Jet Equipment & Tools Ltd.	Registered
RANPRO	8677825 4	10/5/15	5192098	4/25/17	Jet Equipment & Tools Ltd./Equipment & Outillage Jet Litee	Registered
FLAME-GARD	8534968 3	6/17/11	4104965	2/28/12	Jet Equipment & Tools Ltd.	Registered
RANPRO	7732841 7	11/13/07	3556140	1/6/09	Jet Equipment & Tools Ltd.	Registered
STRONGARM	7222124 4	6/16/65	823971	2/14/67	Jet Equipment & Tools Ltd.	Registered
						


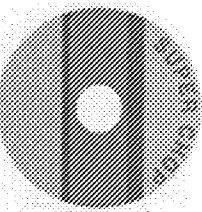

COUNTRY	MARK	APPLN NO.	FILED	REGN NO.	REGN DATE	OWNER	STATUS
Canada	FLX	1150452	8/21/02	TMA603616	3/1/04	JET Equipment & Tools Ltd./Equipment & Outillage Jet Litee	Registered
Canada	SNAPPER	1150451	8/21/02	TMA603623	3/1/04	JET Equipment & Tools Ltd./Equipment & Outillage Jet Litee	Registered
Canada	RANPRO	0458998	9/19/80	TMA264837	12/4/81	JET Equipment & Tools Ltd./Equipment & Outillage Jet Litee	Registered
Canada	RANPRO SELECT	1388640	3/25/08	TMA738908	4/28/09	JET Equipment & Tools Ltd./Equipment & Outillage Jet Litee	Registered


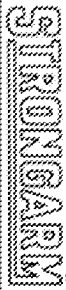

COUNTRY	MARK	APPLN NO.	FILED	REGN NO.	REGN DATE	OWNER	STATUS
Canada	POWERXTREME	1640419	8/21/13	TMA914122	9/15/15	Jet Equipment & Tools Ltd.	Registered
Canada	JET	0670335	11/9/90	TMA400808	7/31/92	Jet Equipment & Tools Ltd.	Registered
Canada	AIRLOK	1679453	6/2/14	TMA971065	5/16/17	JET Equipment & Tools Ltd./Equipment & Outillage Jet Ltee	Registered
Canada	SUNBURST	1388637	3/25/08	TMA747162	9/9/09	JET Equipment & Tools Ltd./Equipment & Outillage Jet Ltee	Registered
Canada	ELEMENT FR	1251522	3/16/05	TMA666484	6/23/06	JET Equipment & Tools Ltd./Equipment & Outillage Jet Ltee	Registered
Canada	FLAME GARD & Design	1042319	1/12/00	TMA593333	10/28/03	JET Equipment & Tools Ltd./Equipment & Outillage Jet Ltee	Registered
							
Canada	RANGER	0495496	11/29/82	TMA284155	10/14/83	JET Equipment & Tools Ltd./Equipment & Outillage Jet Ltee	Registered
Canada	AIR LOK	1621718	4/9/13	TMA913051	9/3/15	JET Equipment & Tools Ltd./Equipment & Outillage Jet Ltee	Registered
Canada	CA-43	1213203	4/6/04	TMA635504	3/17/05	JET Equipment & Tools Ltd./Equipment & Outillage Jet Ltee	Registered
Canada	DRYKING	0716542	11/9/92	TMA417979	10/08/93	JET Equipment & Tools Ltd./Equipment & Outillage Jet Ltee	Registered


COUNTRY	MARK	APPLN NO.	FILED	REGN NO.	REGN DATE	OWNER	STATUS
Canada	90° NORTH & design 	1230418	9/7/04	TMA643660	7/6/05	JET Equipment & Tools Ltd./Equipment & Outillage Jet Ltee	Registered
Canada	UTILLI-GARD	1223505	7/8/04	TMA643590	7/5/05	JET Equipment & Tools Ltd./Equipment & Outillage Jet Ltee	Registered
Canada	JET & Design 	0671332	11/9/90	TMA416560	9/10/93	Jet Equipment & Tools Ltd.	Registered
Canada	RED SNAPPER	0439968	5/23/79	TMA246965	6/20/80	JET Equipment & Tools Ltd./Equipment & Outillage Jet Ltee	Registered
Canada	JET	0665206	8/24/90	TMA393573	1/31/92	Jet Equipment & Tools Ltd.	Registered
Canada	AIRLOK ULTRA	1679456	6/2/14	TMA971057	5/16/17	JET Equipment & Tools Ltd./Equipment & Outillage Jet Ltee	Registered
Canada	STATEX	1566823	3/1/12	TMA852229	5/31/13	JET Equipment & Tools Ltd./Equipment & Outillage Jet Ltee	Registered
Canada	TORQUE DRIVE	0885284	7/22/98	TMA548727	7/26/01	Jet Equipment & Tools Ltd.	Registered
Canada	JET	0286591	1/2/65	TMA142126	10/1/65	JET Equipment & Tools Ltd./Equipment & Outillage Jet Ltee	Registered
Canada	STORM MASTER Design <i>STORM MASTER</i>	1454662	10/1/09	TMA801083	6/29/11	JET Equipment & Tools Ltd./Equipment & Outillage Jet Ltee	Registered

COUNTRY	MARK	APPLN NO.	FILED	REGN NO.	REGN DATE	OWNER	STATUS
Canada	POWERBLEND	0716973	11/17/92	TMA428980	6/17/94	Jet Equipment & Tools Ltd.	Registered
Canada	PIONEER	0647584	12/21/89	TMA429802	7/1/94	JET Equipment & Tools Ltd./Equipment & Outillage Jet Ltee	Registered
Canada	CHINOOK	0465936	2/24/81	TMA265012	12/11/81	JET Equipment & Tools Ltd./Equipment & Outillage Jet Ltee	Registered
Canada	PIONEER BRAND	0322779	5/28/69	TMA168766	4/2/70	JET Equipment & Tools Ltd./Equipment & Outillage Jet Ltee	Registered
Canada	StarTech	1664230	2/18/14	TMA928536	2/9/16	Jet Equipment & Tools Ltd.	Registered
Canada	DYNAFLOW	1447809	8/11/09	TMA775366	8/24/10	JET Equipment & Tools Ltd./Equipment & Outillage Jet Ltee	Registered
Canada	AIRCO Design 	1245534	1/27/05	TMA711277	4/8/08	Jet Equipment & Tools Ltd.	Registered
Canada	POWERFLEX	0785823	6/22/95	TMA497095	7/6/98	Jet Equipment & Tools Ltd.	Registered
Canada	TRAIL-PAK	0282043	5/1/64	TMA139480	3/12/65	JET Equipment & Tools Ltd./Equipment & Outillage Jet Ltee	Registered
Canada	STORM MASTER	1454660	10/1/09	TMA800568	6/22/11	JET Equipment & Tools Ltd./Equipment & Outillage Jet Ltee	Registered
Canada	SUPER CHOP	1170774	3/11/03	TMA622823	10/19/04	Jet Equipment & Tools Ltd.	Registered
Canada	GEL TOOLS	1164529	1/9/03	TMA623815	10/28/04	Jet Equipment & Tools Ltd.	Registered

COUNTRY	MARK	APPLN NO.	FILED	REGN NO.	REGN DATE	OWNER	STATUS
Canada	FR-TECH	1689127	8/11/14	TMA959489	1/6/17	Jet Equipment & Tools Ltd.	Registered
Canada	EURO-WEAR	1617464	3/8/13	TMA928675	2/10/16	JET Equipment & Tools Ltd./Equipment & Outillage Jet Ltee	Registered
Canada	SUMO	0760841	8/3/94	TMA447786	9/15/95	Jet Equipment & Tools Ltd.	Registered
Canada	JET-KUT	0651686	2/23/90	TMA380193	2/15/91	JET Equipment & Tools Ltd./Equipment & Outillage Jet Ltee	Registered
Canada	JET-KUT	0622676	1/10/89	TMA396132	3/27/92	JET Equipment & Tools Ltd./Equipment & Outillage Jet Ltee	Registered
Canada	FLASH-GARD	1199488	12/12/03	TMA631611	1/31/05	JET Equipment & Tools Ltd./Equipment & Outillage Jet Ltee	Registered
Canada	JET & Design	1173605	4/1/03	TMA683381	3/9/07	Jet Equipment & Tools Ltd.	Registered
Canada	STRONGARM Design	0289324	5/11/65	TMA145578	6/3/66	Jet Equipment & Tools Ltd.	Registered
Canada	StarTech	1683765	7/3/14	TMA911449	8/17/15	Jet Equipment & Tools Ltd.	Registered
Canada	90° NORTH	1228952	8/30/04	TMA643877	7/8/05	JET Equipment & Tools Ltd./Equipment & Outillage Jet Ltee	Registered

COUNTRY	MARK	APPLN NO.	FILED	REGN NO.	REGN DATE	OWNER	STATUS
Canada	ARC-GARD	1071056	8/15/00	TMA564105	6/27/02	JET Equipment & Tools Ltd./Equipment & Outillage Jet Ltee	Registered
Canada	JET Design 	0775796	2/20/95	TMA473061	3/19/97	Jet Equipment & Tools Ltd.	Registered
Canada	POWER PLUS	0665227	8/27/90	TMA390973	11/29/91	JET Equipment & Tools Ltd./Equipment & Outillage Jet Ltee	Registered
Canada	FLAME-GARD	0408045	3/7/77	TMA233364	6/1/79	JET Equipment & Tools Ltd./Equipment & Outillage Jet Ltee	Registered
Canada	HV OPTEK	1388651	3/25/08	TMA747161	9/9/09	JET Equipment & Tools Ltd./Equipment & Outillage Jet Ltee	Registered
Canada	SUPER CHOP & Design 	1170775	3/11/03	TMA618030	8/30/04	Jet Equipment & Tools Ltd.	Registered
Canada	JET & Design 	0818951	7/25/96	TMA508305	2/22/99	Jet Equipment & Tools Ltd.	Registered

COUNTRY	MARK	APPLN NO.	FILED	REGN NO.	REGN DATE	OWNER	STATUS
Canada	DRY GEAR	0741708	11/22/93	TMA437415	12/23/94	JET Equipment & Tools Ltd./Equipment & Outillage Jet Ltee	Registered
Canada	INSU-LINE	1777046	4/12/16	TMA994194	4/11/18	Jet Equipment & Tools Ltd.	Registered
Canada	KHYBER	1650371	11/1/13	TMA906283	6/12/15	JET Equipment & Tools Ltd./Equipment & Outillage Jet Ltee	Registered
Canada	DEFENDER	1228951	8/30/04	TMA643911	7/8/05	JET Equipment & Tools Ltd./Equipment & Outillage Jet Ltee	Registered
Canada	BENCHSTAR & Design	0818952	7/25/96	TMA520265	12/3/99	Jet Equipment & Tools Ltd.	Registered
Canada	 BENCHSTAR	0447226	11/27/79	TMA283228	9/16/83	JET Equipment & Tools Ltd./Equipment & Outillage Jet Ltee	Registered
Canada	PETRO-GARD	1071057	8/15/00	TMA574285	1/23/03	JET Equipment & Tools Ltd./Equipment & Outillage Jet Ltee	Registered
Canada	STRONGARM Design	1039319	12/10/99	TMA555564	12/17/01	Jet Equipment & Tools Ltd.	Registered
Canada	 STRONGARM	0775795	2/20/95	TMA472886	3/18/97	Jet Equipment & Tools Ltd.	Registered
Canada	JET & Design	0462089	11/26/80	TMA267050	3/5/82	JET Equipment & Tools Ltd./Equipment & Outillage Jet Ltee	Registered
Canada	 JET						
Canada	RAINSHIELD						

COUNTRY	MARK	APPLN NO.	FILED	REGN NO.	REGN DATE	OWNER	STATUS
Canada	I.T.C.	0357565	10/4/72	TMA196934	1/25/74	Jet Equipment and Tools Ltd.	Registered
Canada	ITC	0425367	5/29/78	TMA237658	11/30/79	Jet Equipment and Tools Ltd.	Registered
Canada	ITC & Design 	0425286	5/26/78	TMA239721	2/8/80	Jet Equipment and Tools Ltd.	Registered

TRADEMARK
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RECORDED: 11/05/2018