

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM497314

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	COPYRIGHT, PATENT AND TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Laguna Tools, Inc.		10/30/2018	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	CIBC Bank USA, as Administrative Agent		
Street Address:	70 West Madison Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60602		
Entity Type:	Chartered Bank: ILLINOIS		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5089234	SUPERMAX	
Registration Number:	5093771	INTELLISAND	
Registration Number:	4845335	SMARTSHOP	
Registration Number:	4395467	LAGUNA	
Registration Number:	3222432	LAGUNA	
CORRESPONDENCE DATA			
Fax Number:	8602402701		
<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:	8602402935		
Email:	michelle.fournier@morganlewis.com		
Correspondent Name:	Michelle Fournier		
Address Line 1:	Morgan, Lewis & Bockius LLP		
Address Line 2:	One State Street		
Address Line 4:	Hartford, CONNECTICUT 06103		
NAME OF SUBMITTER:	Michelle Walters Fournier		
SIGNATURE:	/Michelle Walters Fournier/		
DATE SIGNED:	11/07/2018		
Total Attachments: 7			

OP \$140.00 5089234

source=Laguna - IP Security Agreement (executed)#page1.tif
source=Laguna - IP Security Agreement (executed)#page2.tif
source=Laguna - IP Security Agreement (executed)#page3.tif
source=Laguna - IP Security Agreement (executed)#page4.tif
source=Laguna - IP Security Agreement (executed)#page5.tif
source=Laguna - IP Security Agreement (executed)#page6.tif
source=Laguna - IP Security Agreement (executed)#page7.tif

COPYRIGHT, PATENT AND TRADEMARK SECURITY AGREEMENT

This Copyright, Patent and Trademark Security Agreement (the "Agreement"), dated as of October 30, 2018, is made by and between **LAGUNA TOOLS, INC.**, a California corporation ("Company") and **CIBC BANK USA**, as administrative agent for itself and the other Lenders (in such capacity, "Administrative Agent"), each having a business location at the address set forth below next to its signature below.

RECITALS

A. Company, the Administrative Agent and the Lenders party thereto, among others, are parties to a Credit Agreement (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), dated the same date as of the date hereof, setting forth the terms on which the Lenders may now or hereafter extend credit to or for the account of Company.

B. Company and Administrative Agent, among others, are parties to a Guaranty and Collateral Agreement (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Collateral Agreement"), dated the same date as of the date hereof.

C. As a condition to extending credit to or for the account of Company, the Administrative Agent and the Lenders have required the execution and delivery of this Agreement by Company.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. All terms defined in the Recitals hereto or that are not otherwise defined herein shall have the meanings given to them in the Credit Agreement or the Guaranty and Collateral Agreement, as applicable. In addition, the following terms have the meanings set forth below:

"Copyrights" means all of the Company's right, title and interest in and to all copyrightable works and all copyrights of the Company and licenses thereunder, whether presently existing or hereafter arising, including but not limited to the registered copyrights, applications to register copyrights, and unregistered works (if any) listed on Exhibit C.

"Patents" means all of Company's right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on Exhibit A.

"Security Interest" has the meaning given in Section 2.

"Trademarks" means all of Company's right, title and interest in and to: trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, and (iv) licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit B.

2. Security Interest. Company hereby irrevocably pledges and assigns to, and grants to, Administrative Agent a security interest (the "Security Interest") with power of sale to the extent

permitted by law, in the Copyrights, in the Patents and in the Trademarks (except as such may be considered Excluded Property, but only until a statement of use or amendment to allege use is filed and accepted by the United States Patent and Trademark Office or any other filing is made or circumstances otherwise change so that the interests of the Company in such trademarks is no longer on an "intent to use" basis) to secure payment of the Obligations. As set forth in the Credit Agreement and Guaranty and Collateral Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of Company. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. Guaranty and Collateral Agreement. The Security Interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Administrative Agent pursuant to the Guaranty and Collateral Agreement and Company hereby acknowledges and agrees that the rights and remedies of Administrative Agent with respect to the Security Interests made and granted hereby are more fully set forth in the Guaranty and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein, including, without limitation, all representations, warranties and covenants with respect to Copyrights, Patents and Trademarks.

4. Termination. This Agreement shall terminate and the Lien on the Security Interests shall be released upon the payment and performance in full of the Obligations (other than unasserted contingent indemnification or expense reimbursement obligations) pursuant to the terms of the Credit Agreement and Guaranty and Collateral Agreement. Upon the termination of this Agreement, the Administrative Agent shall execute all documents, make all filings, and take all other actions reasonably requested by Company to evidence and record the release of the Lien on the Copyrights, Patents and Trademarks and Security Interests granted herein.

5. Counterparts. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement. Receipt of an executed signature page to this Agreement by facsimile or other electronic transmission shall constitute effective delivery thereof.

6. Governing Law. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Copyright, Patent and Trademark Security Agreement as of the date written above.

LAGUNA TOOLS, INC.,

as Company

By: 

Title: President

Name: Bruce Robertson

[Signature page to Copyright, Patent and Trademark Security Agreement – Laguna Tools, Inc.]

TRADEMARK
REEL: 006535 FRAME: 0818

CIBC BANK USA,
as Administrative Agent

By: 
Name: Jason Morgan
Title: Managing Director

[Signature page to Copyright, Patent and Trademark Security Agreement -- Laguna Tools, Inc.]

TRADEMARK
REEL: 006535 FRAME: 0819

EXHIBIT A

UNITED STATES ISSUED PATENTS

None.

UNITED STATES PATENT APPLICATIONS

None.

FOREIGN ISSUED PATENTS

None.

EXHIBIT B

**UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS AND COLLECTIVE
MEMBERSHIP MARKS**

REGISTRATIONS

Company	Trademark	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
Laguna Tools, Inc.	SUPERMAX	86768450	5089234	09/25/2015	11/29/2016
Laguna Tools, Inc.	INTELLISAND	86768473	5093771	09/25/2015	12/06/2016
Laguna Tools, Inc.	SMARTSHOP	86576606	4845335	03/25/2015	11/03/2015
Laguna Tools, Inc.	LAGUNA	85824162	4395467	01/11/2013	09/03/2013
Laguna Tools, Inc.	LAGUNA	78880150	3222432	05/10/2006	03/27/2007

COLLECTIVE MEMBERSHIP MARKS

None.

UNREGISTERED MARKS

None.

**FOREIGN ISSUED TRADEMARKS, SERVICE MARKS AND COLLECTIVE MEMBERSHIP
MARKS**

REGISTRATIONS

Company	Jurisdiction	Trademark Registration Number	Date of Registration
Laguna Tools, Inc.	China	6315576	12/21/2010
Laguna Tools, Inc.	European Community (CTM)	5067046	03/17/2009
Laguna Tools, Inc.	Mexico	1063639	09/30/2008

APPLICATION

Company	Jurisdiction	Trademark Application Number	Date of Application
Laguna Tools, Inc.	South Korea	40-2016-0001589	01/08/2016

EXHIBIT C

UNITED STATES ISSUED COPYRIGHTS

None.

UNITED STATES COPYRIGHT APPLICATIONS

None.

FOREIGN ISSUED COPYRIGHTS

None.