

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM501513

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:	MVC CAPITAL, INC.
Street Address:	287 BOWMAN AVENUE
Internal Address:	2ND FLOOR
City:	PURCHASE
State/Country:	NEW YORK
Postal Code:	10577
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Registration Number:	3422628	
Registration Number:	4283527	PHANTOM
Registration Number:	3732145	BLAST
Registration Number:	4180508	CRATOS
Registration Number:	4660136	ACADEM PHOTONICS
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
Registration Number:	3619411	SOF
Registration Number:	4069430	TACTICAL MEDICAL SOLUTIONS

CH \$540.00 3422628

Property Type	Number	Word Mark
Registration Number:	4921989	TRAMEDIC
Registration Number:	4918005	TRAMEDICUBE
Serial Number:	87832175	RC
Serial Number:	87858231	RC
Serial Number:	87858234	RESCUE CRAFT
Serial Number:	86515483	TACMED
Serial Number:	86516001	TACMED

CORRESPONDENCE DATA

Fax Number: 2025339099

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: 202-467-8800

Email: BEHOUE@VORYS.COM, LCSTRIGGLES@VORYS.COM

Correspondent Name: VORYS, SATER, SEYMOUR AND PEASE LLP

Address Line 1: P.O. BOX 2255 -- IPLAW@VORYS

Address Line 2: ATTN: LAURA T. GEYER

Address Line 4: COLUMBUS, OHIO 43216-2255

ATTORNEY DOCKET NUMBER:	73074-12
NAME OF SUBMITTER:	Bernice Hogue
SIGNATURE:	/bernice hogue/
DATE SIGNED:	12/11/2018

Total Attachments: 7

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THIS AGREEMENT IS SUBJECT TO A SUBORDINATION AND INTERCREDITOR AGREEMENT DATED AS OF DECEMBER 7, 2018, MADE BY AND AMONG MVC CAPITAL, INC., AS SUBORDINATED AGENT, THE SUBORDINATED LENDERS PARTY THERETO, THE HUNTINGTON NATIONAL BANK, AS SENIOR AGENT, AND THE SENIOR LENDERS PARTY THERETO.

AGREEMENT

(Trademark)

THIS AGREEMENT (TRADEMARK) (this "Agreement"), dated as of December 7, 2018, among the undersigned (individually each the "Debtor" and collectively the "Debtors") and MVC CAPITAL, INC., a Delaware corporation, as collateral agent (in such capacity, and, together with any affiliate, successor, assignee or other person appointed pursuant to the Security Agreement (as defined below) as "Collateral Agent", the "Collateral Agent").

WITNESSETH

A. WHEREAS, pursuant to (i) the Senior Subordinated Credit Agreement, dated as of even date herewith, among GTM Intermediate Holdings, Inc., a Delaware corporation ("Holdings"), and, following the consummation of the TacMed Acquisition (as defined in the Credit Agreements defined below), 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", and MVC Capital, Inc., a Delaware corporation ("MVC"), as the "Lender" thereunder (as amended, supplemented, amended and restated or otherwise modified from time to time, the "MVC Credit Agreement") and (ii) the Senior Subordinated Credit Agreement, dated as of even date herewith, among Borrowers and TTGA C-I MMF LP, a Delaware limited partnership ("TTGA"; and together with MVC, the "Lenders" and each, a "Lender") as the "Lender" thereunder (as amended, supplemented, amended and restated or otherwise modified from time to time, the "TTGA C-I MMF Credit Agreement"; and, together the MVC Credit Agreement, the "Credit Agreements" and each, a "Credit Agreement"), each Lender has agreed, subject to the satisfaction of certain terms and conditions, to make the Loan (as defined in each of the Credit Agreements) to the Borrowers for the account of the Borrowers, as provided therein; and

B. WHEREAS, in connection with the Credit Agreements, the Debtors have executed and delivered that certain Security Agreement, dated as of even date herewith, to the Secured Creditors (as amended or otherwise modified from time to time, the "Security Agreement"); and

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

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce each Lender to make the applicable Loan (as defined in each of the Credit Agreements) to the Borrowers pursuant to the Credit Agreements, Debtors agree, for the benefit of the Collateral Agent, for the benefit of the Secured Creditors, 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 (as defined in each of the Credit Agreements), each Debtor does hereby mortgage, pledge and hypothecate to the Collateral Agent, for the benefit of the Secured Creditors, and grant to the Collateral Agent, for the benefit of the Secured Creditors, a security interest in, and Lien on, 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 (i) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (ii) 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 (iii) 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 and Lien of the Collateral Agent, for the benefit of the Secured Creditors, in the Trademark Collateral with the United States Patent and Trademark Office. The security interest and Lien granted hereby have been granted as a supplement to, and not in limitation of, the security interest and Lien granted to the Collateral Agent, for the benefit of the Secured Creditors, under the Security Agreement as security for the discharge and performance of the Obligations (as defined in each of the Credit Agreements). The Security Agreement (and all rights and remedies of the Collateral Agent thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest and Lien. The Collateral 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 Lien 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 Agreements and, at the time of such proposed release, both before and after giving effect thereto, no Default (as defined in each of the Credit Agreements) or Event of Default (as defined in each of the Credit Agreements) has occurred and is continuing, or (b) if the sale or other disposition of such Trademark Collateral is not permitted under the terms of the Credit Agreements, provided that the Lenders shall have consented to such sale or disposition in accordance with the terms thereof.

SECTION 5. Acknowledgment. The Debtors do hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in, and Lien on, 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 (as defined in each of the Credit Agreements) executed pursuant to the Credit Agreements and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreements.

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 once all of the parties hereto have executed this 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.

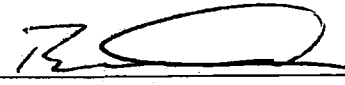
By: 
Name: Peter Haabestad
Title: President

Automatically and immediately effective upon the consummation of the TacMed Acquisition (as defined in the Credit Agreements):

TACTICAL MEDICAL SOLUTIONS, LLC

By: 
Name: Peter Haabestad
Title: Secretary

GRIFFIN LOGISTICS, LLC

By: 
Name: Peter Haabestad
Title: Secretary

COLLATERAL AGENT:

MVC CAPITAL, INC., as Collateral Agent

By: _____
Name: _____
Title: _____

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: _____
Name: Peter Haabestad
Title: President

Automatically and immediately effective upon the consummation of the TacMed Acquisition (as defined in the Credit Agreements):

TACTICAL MEDICAL SOLUTIONS, LLC


By: _____
Name: Peter Haabestad
Title: Secretary

GRIFFIN LOGISTICS, LLC

By: _____
Name: Peter Haabestad
Title: Secretary





COLLATERAL AGENT:

MVC CAPITAL, INC., as Collateral Agent

By:  _____
Name: Michael Tokarz
Title: Chairman

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