

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM509482

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|---|-------------------------------------|--|---------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| ABC Fire Extinguisher Co., Inc. | | 02/04/2019 | Corporation: NEVADA |
| RECEIVING PARTY DATA | | | |
| Name: | Medley Capital LLC, as Agent | | |
| Street Address: | 280 Park Avenue, 6th Floor East | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10017 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4114340 | A B C A BROWN CO. A·B·C FIRE AND CYLINDE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 6175269899 | | |
| <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: | 6175269628 | | |
| Email: | cslattery@proskauer.com | | |
| Correspondent Name: | Christine Slattery | | |
| Address Line 1: | Proskauer Rose LLP | | |
| Address Line 2: | One International Place, 23rd Floor | | |
| Address Line 4: | Boston, MASSACHUSETTS 02110 | | |
| ATTORNEY DOCKET NUMBER: | 51494 / 113 | | |
| NAME OF SUBMITTER: | Christine Slattery | | |
| SIGNATURE: | /Christine Slattery/ | | |
| DATE SIGNED: | 02/11/2019 | | |
| Total Attachments: 5 | | | |
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NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS

THIS NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the "Agreement") made as of this Fourth day of February, 2019, by ABC Fire Extinguisher Co., Inc., a Nevada Corporation ("Grantor"), in favor of Medley Capital LLC, in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) (herein, "Grantee"):

W I T N E S S E T H

WHEREAS, Grantor, one or more of its affiliates, Grantee and the lenders identified therein are parties to a certain Credit Agreement dated as of September 1, 2017 (as the same may be amended or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantor (or one or more affiliates thereof) by Grantee and Lenders;

WHEREAS, pursuant to the terms of a certain Guarantee and Collateral Agreement dated as of September 1, 2017 among Grantor, one or more of its affiliates and Grantee (as the same may be amended or otherwise modified from time to time, the "Collateral Agreement"), Grantor has granted to Grantee, for the benefit of Secured Parties, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Collateral Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure payment and performance of the Secured Obligations;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Collateral Agreement. The Credit Agreement and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Collateral Agreement.

2. Grant of Security Interests. To secure the payment and performance of the Secured Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of the other Secured Parties, a Lien on, security interest in, pledge on and right of set-off against any and all of Grantor's right, title and interest in and to the following, whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, such Trademarks; provided, that no Lien or security interest is granted on any "intent to use" Trademark applications for which a "statement of use" or "amendment to allege use" has not been filed (but only until such statement or amendment is filed); and

(ii) all products, royalties and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or

future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with such Trademarks.


3. Governing Law. THIS AGREEMENT AND ALL MATTERS RELATING HERETO OR ARISING THEREFROM (WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE), SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

4. Counterparts. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. Signatures by facsimile or other electronic communication to this Agreement shall bind the parties to the same extent as would a manually executed counterpart.

[signature page follows]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

ABC FIRE EXTINGUISHER CO., INC.

By: 
Name: Lon Binder
Title: Chief Financial Officer, Treasurer
and Secretary

MEDLEY CAPITAL LLC, as Agent

By: _____
Name:
Title:

[Signature Page to Notice of Grant of Security Interest in Trademarks]


IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

ABC FIRE EXTINGUISHER CO., INC.

By _____
Its _____

Agreed and accepted
as of the date first written above

MEDLEY CAPITAL LLC,
as Agent

By  _____
Name: Richard T. Allorto, Jr.
Its: Chief Financial Officer

SCHEDULE 1

U.S. FEDERAL TRADEMARK REGISTRATIONS

| <u>Trademark Description</u> | <u>U.S. Registration No.</u> | <u>Registration Date</u> |
|---|------------------------------|--------------------------|
| A B C A BROWN CO. A·B·C FIRE AND CYLINDER SERVICE | 4,114,340 | March 20, 2012 |

