

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM510323

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
West Chester Holdings, LLC		02/15/2019	Limited Liability Company: OHIO
RECEIVING PARTY DATA			
Name:	ICG Debt Administration LLC, as Second Lien Agent		
Street Address:	600 Lexington Avenue, 24th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 60			
Property Type	Number	Word Mark	
Registration Number:	3021564	3X2	
Registration Number:	5499247	5DEX	
Registration Number:	5287040	AIR KRUSH	
Registration Number:	5125129	AQUA ARMOR	
Registration Number:	4749392	BARRACUDA	
Registration Number:	3021563	BRUTE	
Registration Number:	5183069	CUT FORCE	
Registration Number:	4604492		
Registration Number:	4314862	DIRTY WORK	
Registration Number:	4404805	EXTREME WORK	
Registration Number:	4923138	FIT FOR WORK, FIT FOR LIFE	
Registration Number:	4808991	GEAR UP	
Registration Number:	4700485	GEAR UP	
Registration Number:	2990128	GLOVES ON THE GO	
Registration Number:	5499246	INDESTRUX	
Registration Number:	2304650	IRONCAT	
Registration Number:	4211593	IRONTEX	
Registration Number:	3032710	JOB1	
Registration Number:	5499250	KNUCKLE KNOX	
TRADEMARK			

OP \$1515.00 3021564

Property Type	Number	Word Mark
Serial Number:	87216170	LIQUIDDEFENSE
Registration Number:	5587734	LOCK-ON GRIP
Registration Number:	3021562	MASTER GEAR
Registration Number:	2599101	MASTER GUARD
Registration Number:	5531591	METAL TAMER
Serial Number:	87912118	MICROARMOR
Registration Number:	5499249	MULTI-PLEX
Serial Number:	87464339	MULTI-PURPX
Serial Number:	87079069	NANO TUF
Registration Number:	5271749	OIL ARMOR
Registration Number:	1729023	POSIGRIP
Registration Number:	3952592	POSI-THERM
Registration Number:	1981193	POSI-WEAR
Registration Number:	3766375	PRO PS SERIES
Registration Number:	5214477	PROTECTIVE GEAR BUILT FOR YOU
Registration Number:	4929056	RIGACE
Registration Number:	4875659	RIGRUNNER
Serial Number:	87534621	STRETCH FORCE
Serial Number:	87464386	STRIKE PROTEX
Registration Number:	5520136	SUMO
Registration Number:	5520137	SUMO
Registration Number:	5430134	SUMO
Registration Number:	5430135	SUMO
Registration Number:	4970190	SUMO GRIP
Registration Number:	4970189	SUMO GRIP
Registration Number:	3021561	SUPER TECH
Registration Number:	3107308	TANK
Registration Number:	3021560	THE TASK
Registration Number:	5531746	TOUGHX
Serial Number:	87768698	VIZ UP
Serial Number:	87547347	VIZ-TEK
Registration Number:	5499251	VIZX
Registration Number:	4589771	W
Registration Number:	4507969	W
Registration Number:	2506379	WEST CHESTER
Registration Number:	4589772	WEST CHESTER PROTECTIVE GEAR
Registration Number:	4499565	WEST CHESTER PROTECTIVE GEAR
Registration Number:	4177189	WORK FOR HOPE

Property Type	Number	Word Mark
Registration Number:	5504519	XLOCK CUFF
Registration Number:	5504520	XTOUCH
Registration Number:	3989799	ZONE DEFENSE

CORRESPONDENCE DATA

Fax Number:

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.

Email: jbleskin@schiffhardin.com

Correspondent Name: Jennifer Bleskin

Address Line 1: 233 S. Wacker Drive, Suite 7100

Address Line 2: Schiff Hardin LLP

Address Line 4: Chicago, ILLINOIS 60606

NAME OF SUBMITTER:	Jennifer Bleskin
SIGNATURE:	/s/ Jennifer Bleskin
DATE SIGNED:	02/15/2019

Total Attachments: 13

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This Second Lien Trademark Security Agreement, dated as of February 15, 2019 (this “**Trademark Security Agreement**”), is made by the Domestic Note Party signatory hereto (the “**Grantor**”) in favor of ICG Debt Administration LLC, in its capacity as second lien agent (in such capacity, the “**Second Lien Agent**”) pursuant to that certain Second Lien Note Purchase Agreement, dated as of January 31, 2018 (the “**Note Purchase Agreement**” and, as amended by that certain First Amendment to Second Lien Note Purchase Agreement, dated as of the date hereof (the “**First Amendment to Note Purchase Agreement**”), by and among Protective Industrial Products, Inc., a New York corporation (the “**Issuer**”), the Purchasers party thereto and the Second Lien Agent, and as may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Amended Note Purchase Agreement**”), by and among the Issuer, the Purchasers party thereto from time to time and the Second Lien Agent.

WITNESSETH:

WHEREAS, the Grantor is party to that certain Second Lien Guarantee and Collateral Agreement, dated as of January 31, 2018, by and among the Issuer, the Grantor, the other Domestic Note Parties party thereto and Second Lien Agent (as modified and supplemented by (i) that certain Joinder to Second Lien Guarantee and Collateral Agreement, dated as of April 27, 2018, by Protective Industrial Products Hong Kong Limited in favor of the Second Lien Agent, (ii) that certain Joinder to Second Lien Guarantee and Collateral Agreement, dated as of October 31, 2018, by Hearos, LLC in favor of the Second Lien Agent and (iii) that certain Joinder to Second Lien Guarantee and Collateral Agreement, dated as of the date hereof, by the Grantor in favor of the Second Lien Agent, the “**Guarantee and Collateral Agreement**”), pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Second Lien Agent, for the benefit of the Secured Parties, to enter into the First Amendment to Note Purchase Agreement, the Grantor hereby agrees with the Second Lien Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Guarantee and Collateral Agreement or the Amended Note Purchase Agreement and used herein shall have the respective meanings given to them in the Guarantee and Collateral Agreement or the Amended Note Purchase Agreement, as the context shall require.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Second Lien Agent, for the benefit of the Secured Parties, a junior lien on and security interest in and to all of the following Collateral (excluding any Excluded Property) of such Grantor: the Trademark registrations and applications for Trademarks listed on Schedule I attached hereto, together with all goodwill and general intangibles of such Grantor relating thereto or represented thereby and all proceeds of the foregoing.

SECTION 3. The Guarantee and Collateral Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Second Lien Agent pursuant to the Guarantee and Collateral Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Second Lien Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms of which are incorporated herein by reference. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

SECTION 4. Termination. Upon the termination of the Guarantee and Collateral Agreement in accordance with Section 8.17 thereof, the Second Lien Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the lien on

and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security 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 Trademark Security Agreement. Receipt by facsimile or other electronic method of any executed signature page to this Trademark Security Agreement or any other Note Document shall constitute effective delivery of such signature page. This Trademark Security Agreement to the extent signed and delivered by means of a facsimile machine or other electronic transmission (including "pdf") shall be treated in all manner and respects and for all purposes as an original agreement or amendment and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No party hereto shall raise the use of a facsimile machine or other electronic transmission to deliver a signature or the fact that any signature or agreement or amendment was transmitted or communicated through the use of a facsimile machine or other electronic transmission as a defense to the formation or enforceability of a contract and each such party forever waives any such defense.

SECTION 6. Governing Law. The terms of Sections 10.16, 10.17 and 10.18 of the Amended Note Purchase Agreement with respect to governing law, consent to jurisdiction, forum selection and waiver of jury trial are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

[Signature pages follow]

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

GRANTOR:

WEST CHESTER HOLDINGS/LLC



By: _____

Name: Joseph A. Milot, Jr.


Title: President

[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 006565 FRAME: 0084


AGREED AND ACCEPTED
as of the date first written above:

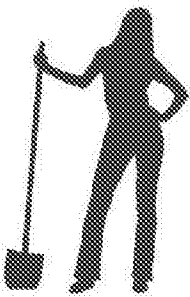
ICG DEBT ADMINISTRATION LLC
as Second Lien Agent

By: 
Name: *Brett Joemer*
Title: Duly Authorized Signatory

SCHEDULE I

TRADEMARK REGISTRATIONS AND APPLICATIONS FOR TRADEMARKS

Owner	Mark	Goods	Status	Country
West Chester Holdings, LLC	3X2	25 – gloves	Registered Reg. No. 3021564 Reg. – 11.29.2005	US
West Chester Holdings, LLC	5DEX	9 – protective work gloves 21 – work gloves	Registered Reg. No. 5499247 Reg. – 06.19.2018	US
West Chester Holdings, LLC	AIR KRUSH	9 – protective gloves for industrial use	Registered Reg. No. 5287040 Reg. – 09.12.2017	US
West Chester Holdings, LLC	AQUA ARMOR	9 – protective gloves for industrial use	Registered Reg. No. 5125129 Reg. – 01.17.2017	US
West Chester Holdings, LLC		21 – work gloves	Registered Reg. No. 4749392 Reg. – 06.02.2015	US
West Chester Holdings, LLC	BRUTE	25 – heavy duty work gloves for industrial, commercial, construction, and automotive applications	Registered Reg. No. 3021563 Reg. – 11.29.2005	US
West Chester Holdings, LLC	CUT FORCE	21 – work gloves	Registered Reg. No. 5183069 Reg. – 04.11.2017	US

Owner	Mark	Goods	Status	Country
West Chester Holdings, LLC		21 – gardening gloves; gloves for household purposes; work gloves	Registered Reg. No. 4604492 Reg. – 09.16.2014	US
West Chester Holdings, LLC	DIRTY WORK	21 – gardening gloves; gloves for household purposes; work gloves	Registered Reg. No. 4314862 Reg. – 04.02.2013	US
West Chester Holdings, LLC	EXTREME WORK	21 – household gloves for general use; work gloves	Registered Reg. No. 4404805 Reg. – 09.17.2013	US
West Chester Holdings, LLC	FIT FOR WORK. FIT FOR LIFE.	9 – protective work gloves; clothing for protection against fire 21 – disposable gloves for home use; disposable latex and nitrile gloves for general use; disposable plastic gloves for general use; gardening gloves; gloves for household purposes; light duty utility gloves; work gloves 25 – protective clothing, namely coveralls, lab coats, pants, shirts, caps, aprons, sleeves; shoe covers; rainsuits; raincoats; rainwear; boots made of PVC or rubber	Registered Reg. No. 4923138 Reg. – 03.22.2016	US
West Chester Holdings, LLC	GEAR UP	9 – protective work gloves; clothing for protection against fire 25 – protective clothing, namely, coveralls, lab coats, pants, shirts, caps, aprons, sleeves; shoe covers; rainsuits; raincoats; rainwear; boots made of PVC or rubber	Registered Reg. No. 4808991 Reg. – 09.08.2015	US
West Chester	GEAR UP	21 - disposable gloves for	Registered	US

Owner	Mark	Goods	Status	Country
Holdings, LLC		home use; disposable latex and nitrile gloves for general use; disposable plastic gloves for general use; gardening gloves; gloves for household purposes; light duty utility gloves; work gloves	Reg. No. 4700485 Reg. – 03.10.2015	
West Chester Holdings, LLC	GLOVES ON THE GO	21 – disposable gloves for general use and dispensers therefor sold as a unit	Registered Reg. No. 2990128 Reg. – 08.30.2005	US
West Chester Holdings, LLC	INDESTRUX	9 – protective work gloves 21 – work gloves	Registered Reg. No. 5499246 Reg. – 06.19.2018	US
West Chester Holdings, LLC	IRONCAT	21 – gardening gloves and household gloves for general use	Registered Reg. No. 2304650 Reg. – 12.28.1999	US
West Chester Holdings, LLC	IRONTEX	24 – fabrics for the manufacture of jackets, aprons, and sleeves	Registered Reg. No. 4211593 Reg. – 09.18.2012	US
West Chester Holdings, LLC	JOB1	25 – gloves	Registered Reg. No. 3032710 Reg. – 12.20.2005	US
West Chester Holdings, LLC	KNUCKLE KNOX	9 – protective work gloves 21 – work gloves	Registered Reg. No. 5499250 Reg. – 06.19.2018	US
West Chester Holdings, LLC	LIQUIDDEFENSE	9 – protective gloves for industrial use; clothing for protection against liquids 21 – gloves for household purposes; light duty utility gloves; work gloves 25 – clothing, namely, coveralls, lab coats, pants, shirts, caps, aprons, sleeves, shoe covers, rainsuits, raincoats, rain	Allowed Serial No. 87/216170 Allowed – 05.16.2017	US



TRADEMARK

REEL: 006565 FRAME: 0088

Owner	Mark	Goods	Status	Country
		wear, boots		
West Chester Holdings, LLC	LOCX-ON GRIP	21 – work gloves	Registered Reg. No. 5587734 Reg. – 10.16.2018	US
West Chester Holdings, LLC	MASTER GEAR	25 – work wear, namely, hats, caps, gloves, overalls, coveralls, jackets, coats, pants, socks, scarves, vests and parkas	Registered Reg. No. 3021562 Reg. – 11/29/2005	US
West Chester Holdings, LLC	MASTER GUARD	9 – protective gloves and protective clothing 21 – rubber household gloves and gardening gloves 25 – rainwear	Registered Reg. No. 2599101 Reg. – 07.23.2002	US
West Chester Holdings, LLC	METAL TAMER	9 – protective gloves for industrial use	Registered Reg. No. 5531591 Reg. – 07.31.2018	US
West Chester Holdings, LLC	MICROARMOR	9 – protective work gloves for industrial use	Allowed Serial No. 87/912118 Allowed – 11.27.2018	
West Chester Holdings, LLC	MULTI-PLEX	9 – protective work gloves 21 – work gloves	Registered Reg. No. 5499249 Reg. – 06.19.2018	US
West Chester Holdings, LLC	MULTI-PURPX	9 – protective work gloves 21 – work gloves	Registered Serial No. 87/464339 Reg. No. 5633743	US
West Chester Holdings, LLC	NANO TUF	21 – work gloves	Allowed Serial No. 87/079069 Allowed – 02.07.2017	US
West Chester Holdings, LLC	OIL ARMOR	9 – protective gloves for industrial use	Registered Reg. No. 5271749 Reg. – 08.22.2017	US



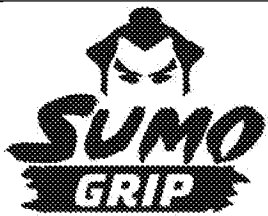
TRADEMARK

REEL: 006565 FRAME: 0089

Owner	Mark	Goods	Status	Country
West Chester Holdings, LLC		9 – protective gloves for industrial use	Registered Reg. No. 1729023 Reg. – 11.03.1992	US
West Chester Holdings, LLC	POSI-THERM	25 – insulating glove liners	Registered Reg. No. 3952592 Reg. – 04.26.2011	US
West Chester Holdings, LLC	POSI-WEAR	25 – disposable protective clothing for general industrial use, namely, lab coats, coveralls, and sleeves	Registered Reg. No. 1981193 Reg. – 06.18.1996	US
West Chester Holdings, LLC		25 – gloves	Registered Reg. No. 3766375 Reg. – 03.30.2010	US
West Chester Holdings, LLC	PROTECTIVE GEAR BUILT FOR YOU	9 – protective work gloves; clothing for protection against fire 21 – disposable gloves for home use; disposable latex and nitrile gloves for general use; disposable plastic gloves for general use; gardening gloves; gloves for household purposes; light duty utility gloves; work gloves 25 – protective clothing, namely coveralls, lab coats, pants, shirts, caps, aprons, sleeves; shoe covers; rainsuits; raincoats; rainwear; boots made of PVC or rubber	Registered Reg. No. 5214477 Reg. – 05.30.2017	US
West Chester Holdings, LLC	RIGACE	9 – protective gloves for industrial use	Registered Reg. No. 4929056 Reg. – 03.29.2016	US
West Chester Holdings, LLC	RIGRUNNER	9 – protective gloves for industrial use	Registered Reg. No. 4875659 Reg. – 12.22.2015	US


TRADEMARK

REEL: 006565 FRAME: 0090

Owner	Mark	Goods	Status	Country
West Chester Holdings, LLC	STRETCH FORCE	25 – rainwear	Allowed Serial No. 87/534621 Allowed – 01.30.2018	US
West Chester Holdings, LLC	STRIKE PROTEX	9 – protective work gloves 21 – work gloves	Registered Serial No. 87/464386 Reg. No. 5633744	US
West Chester Holdings, LLC	SUMO	9 – protective work gloves	Registered Reg. No. 5520136 Reg. – 07.17.2018	US
West Chester Holdings, LLC		9 – protective work gloves	Registered Reg. No. 5520137 Reg. – 07.17.2018	US
West Chester Holdings, LLC	SUMO	21 – work gloves	Registered Reg. No. 5430134 Reg. – 03.20.3018	US
West Chester Holdings, LLC		21 – work gloves	Registered Reg. No. 5430135 Reg. – 03.20.2018	US
West Chester Holdings, LLC	SUMO GRIP	21 – work gloves	Registered Reg. No. 4970190 Reg. – 05.31.2016	US
West Chester Holdings, LLC		21 – work gloves	Registered Reg. No. 4970189 Reg. – 05.31.2016	US
West Chester Holdings, LLC	SUPER TECH	25 – heavy duty work gloves for industrial, commercial, construction, and automotive applications	Registered Reg. No. 3021561 Reg. – 11.29.2005	US
West Chester Holdings,	TANK	9 – protective work gloves	Registered Reg. No.	US



TRADEMARK

REEL: 006565 FRAME: 0091

Owner	Mark	Goods	Status	Country
LLC			3107308 Reg. – 06.20.2006	
West Chester Holdings, LLC	THE TASK	25 – heavy duty work gloves for industrial, commercial, construction, and automotive applications	Registered Reg. No. 3021560 Reg. – 11.29.2005	US
West Chester Holdings, LLC	TOUGHX	9 – protective gloves for industrial use; protective work gloves	Registered Reg. No. 5531746 Reg. – 07.31.2018	US
West Chester Holdings, LLC	VIZ UP	9 – protective work gloves; clothing for protection against fire 21 – disposable gloves for home use; disposable latex and nitrile gloves for general use; disposable plastic gloves for general use; gardening gloves; gloves for household purposes; light duty utility gloves; work gloves 25 – protective clothing, namely coveralls, lab coats, pants, shirts, caps, aprons, sleeves; shoe covers; rainsuits; raincoats; rainwear; boots made of PVC or rubber	Allowed Serial No. 87/768698 Allowed – 08.14.2018	US
West Chester Holdings, LLC	VIZ-TEK	25 – apparel, namely, vests, t-shirts, jackets, hats, gloves, and rainwear	Allowed Serial No. 87/547347 Allowed – 01.09.2018	US
West Chester Holdings, LLC	VIZX	9 – protective work gloves 21 – work gloves	Registered Reg. No. 5499251 Reg. – 06.19.2018	US
West Chester Holdings, LLC		9 – protective work gloves; clothing for protection against fire 25 – protective clothing, namely coveralls, lab coats, pants, shirts, caps, aprons, sleeves; shoe	Registered Reg. No. 4589771 Reg. – 08.19.2014	US

TRADEMARK

REEL: 006565 FRAME: 0092

Owner	Mark	Goods	Status	Country
		covers; rainsuits; raincoats; rainwear; boots made of PVC or rubber		
West Chester Holdings, LLC		21 – disposable gloves for home use; disposable latex and nitrile gloves for general use; disposable plastic gloves for general use; gardening gloves; gloves for household purposes; light duty utility gloves; work gloves	Registered Reg. No. 4507969 Reg. – 04.01.2014	US
West Chester Holdings, LLC	WEST CHESTER	protective gloves	Registered Reg. No. TMA581158 Reg. – 05.09.2003	CA
West Chester Holdings, LLC	WEST CHESTER	9 – protective gloves	Registered Reg. No. 2506379 Reg. – 11.13.2001	US
West Chester Holdings, LLC		9 – protection devices for personal use against accidents; protective helmets; respiratory masks other than for artificial respiration; solderers' helmets; workmen's protective face-shields; gloves for protection against accidents; clothing for protection against fire; shoes for protection against accidents, irradiation, and fire; ear plugs; protective goggles	Registered Reg. No. 5965367 Reg. – 01.14.2011	CN
West Chester Holdings, LLC	WEST CHESTER PROTECTIVE GEAR	9 – protective work gloves; clothing for protection against fire 25 – protective clothing, namely coveralls, lab coats, pants, shirts, caps, aprons, sleeves; shoe covers; rainsuits; raincoats; rainwear; boots made of PVC or rubber	Registered Reg. No. 4589772 Reg. – 08.19.2014	US
West Chester Holdings,	WEST CHESTER PROTECTIVE	21 – disposable gloves for home use; disposable latex	Registered Reg. No.	US

TRADEMARK

REEL: 006565 FRAME: 0093

Owner	Mark	Goods	Status	Country
LLC	GEAR	and nitrile gloves for general use; disposable plastic gloves for general use; gardening gloves; gloves for household purposes; light duty utility gloves; work gloves	4499565 Reg. – 03.18.2014	
West Chester Holdings, LLC	WORK FOR HOPE	25 – gloves, wrist bands	Registered Reg. No. 4177189 Reg. – 07.17.2012	US
West Chester Holdings, LLC	XLOCK CUFF	9 – protective work gloves 21 – work gloves	Registered Reg. No. 5504519 Reg. – 06.26.2018	US
West Chester Holdings, LLC	XTOUCH	9 – protective work gloves 21 – work gloves	Registered Reg. No. 5504520 Reg. – 06.26.2018	US
West Chester Holdings, LLC	ZONE DEFENSE	25 – gloves	Registered Reg. No. 3989799 Reg. – 07.05.2011	US