

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM514745

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MAGPUL INDUSTRIES CORP.		02/13/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	SUNTRUST BANK		
Street Address:	303 PEACHTREE STREET, N.E.		
Internal Address:	25TH FLOOR		
City:	ATLANTA		
State/Country:	GEORGIA		
Postal Code:	30308		
Entity Type:	DOMESTIC BANK: GEORGIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88205518	MOE	
CORRESPONDENCE DATA			
Fax Number:	2125562222		
<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:	2127905315		
Email:	dnelson@kslaw.com		
Correspondent Name:	Danielle Nelson c/o King & Spalding LLP		
Address Line 1:	1185 Avenue of the Americas		
Address Line 2:	FL 35		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	52990.015903		
NAME OF SUBMITTER:	Danielle Nelson		
SIGNATURE:	/s/ Danielle Nelson		
DATE SIGNED:	03/18/2019		
Total Attachments: 15			
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Amended and Restated Trademark Security Agreement

THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT, dated as of February 13, 2019 (this "Security Agreement"), is made by Magpul Industries Corp., a Delaware corporation (the "Grantor"), in favor of SUNTRUST BANK, as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Secured Parties (as defined in the Guaranty and Security Agreement referred to below).

WHEREAS, the Grantor, the lenders from time to time parties thereto (the "Lenders") and the Administrative Agent have entered into that certain Amended and Restated Revolving Credit and Term Loan Agreement, dated as of the date hereof (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, in connection with the Credit Agreement, the Grantor and certain of its Subsidiaries have entered into the Guaranty and Security Agreement, dated as of September 14, 2011 (as amended by that certain First Amendment to Guaranty and Security Agreement, dated as of October 22, 2015, and as may be further amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), in favor of the Administrative Agent for the benefit of the Secured Parties; and

WHEREAS, in connection with the Guaranty and Security Agreement, the Grantor entered into that certain Trademark Security Agreement, dated as of September 14, 2011, by and between the Grantor and the Administrative Agent (the "Existing Security Agreement"); and

WHEREAS, the Grantor wishes to amend and restate the Existing Security Agreement, by and between the Grantor and the Administrative Agent;

NOW, THEREFORE, in consideration of the premises and in order to ensure compliance with the Credit Agreement, the Grantor hereby agrees as follows:

Section 1 **Defined Terms**. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2 **Grant of Security Interest in Trademark Collateral**. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby pledges to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a security interest in, all of its right, title and interest in, to and under the following Collateral (the "Trademark Collateral");

- (i) all of its Trademarks excluding any "intent to use" Trademark applications for which a statement of use has not been filed;
- (ii) all renewals and extensions of the foregoing;
- (iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (iv) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3 **Guaranty and Security Agreement.** The security interest granted pursuant to this Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement, and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and 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 or inconsistency between this Security Agreement and the Guaranty and Security Agreement (or any portion hereof or thereof), the terms of the Guaranty and Security Agreement shall prevail.

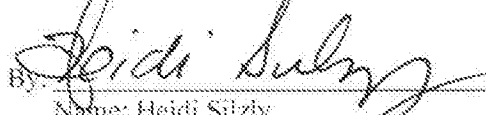
Section 4 **Grantor Remains Liable.** The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Trademark Licenses subject to a security interest hereunder.

Section 5 **Counterparts.** This Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6 **Governing Law.** This Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

MAGPUL INDUSTRIES CORP.

By: 
Name: Heidi Silzly
Title: Chief Financial Officer

{Signature Page to Trademark Security Agreement}

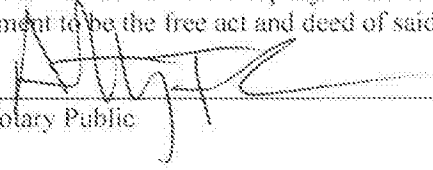
TRADEMARK
REEL: 006593 FRAME: 0528

ACKNOWLEDGMENT OF GRANTOR

State of Idaho)
County of Ada)

ss.

On this 12 day of February, 2019 before me personally appeared Heidi Silzly, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Magpul Industries Corp., who being by me duly sworn did depose and say that she is an authorized officer of said company, that the said instrument was signed on behalf of said company as authorized by its Board of Directors and that she acknowledged said instrument to be the free act and deed of said company.

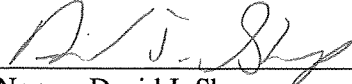

Notary Public

ANTHONY FONDINO
COMM NO. 68035
NOTARY PUBLIC
STATE OF IDAHO
MY COMMISSION EXPIRES: JULY 08, 2022

Acknowledged and Agreed to as of the date hereof:

ADMINISTRATIVE AGENT:

SUNTRUST BANK

By:  _____
Name: David J. Sharp
Title: Director


Trademarks

I. REGISTERED TRADEMARKS


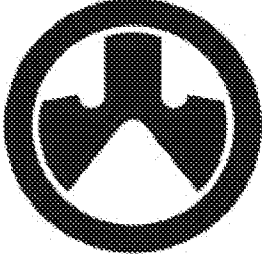

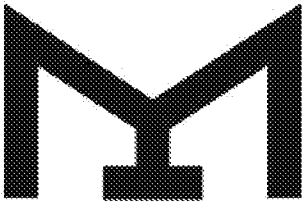
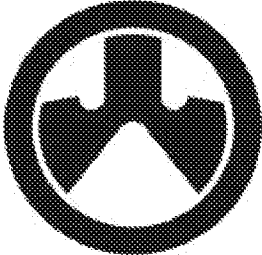
See attached.

II. TRADEMARK APPLICATIONS

See attached.


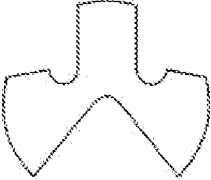
Mark	Serial Number	Application/Registration Number	Filing/Registration Date
	88205518	3,608,686	11/26/2018
	88205463	4909538	11/26/2018
	87252092	5,531,020	7/31/2018
AKA KOA	87251369	5,408,568	2/20/2018
	87019287	5381413	1/16/2018
	86822120	5351112	12/5/2017
	86822110	5351111	12/5/2017

Mark	Serial Number	Application/Registration Number	Filing/Registration Date
	86509574	5346632	11/28/2017
MAGPUL CORE	86509547	5346631	11/28/2017
	86509640	5306921	10/10/2017
	86822135	5210197	05/23/2017
	86822128	5210196	05/23/2017
	86338775	5091625	11/29/2016
	86904172	5172806	3/28/2017
AUS	86482341	5156636	3/07/2017


Mark	Serial Number	Application/Registration Number	Filing/Registration Date
	86338800	5156532	3/07/2017
	86338090	5050262	9/27/2016
MAGPUL	86336819	5027604	8/23/2016
	86254288	4978561	6/14/2016
MAGPUL	86337844	5008577	7/26/2016
	86254297	4983780	6/21/2016
	86338110	4942050	4/19/2016
GL9	86432383	4933403	4/05/2016




Mark	Serial Number	Application/Registration Number	Filing/Registration Date
MAGPUL	86337301	4923548	3/22/2016
MAGPUL	86336825	4923545	3/22/2016
PMAG D-60	86475770	4919243	3/15/2016
ZHUKOV-S	86475746	4914947	3/08/2016
	86330217	4909538	3/1/2016
MOE SL	86292712	4878193	12/29/2015
M-LOK	86248984	4878119	12/29/2015
MOE-K2+	86383989	4819523	9/22/2015
MAGPUL	86330189	4819233	9/22/2015
	86368325	4688805	2/17/2015

Mark	Serial Number	Application/Registration Number	Filing/Registration Date
MAGPUL	86368287	4692558	2/24/2015
	86328274	4645327	11/25/2014
MAGPUL	86328256	4645326	11/25/2014
MSI	86114729	4618723	10/7/2014
THEORY BASED PRODUCTS	86006915	4581606	8/5/2014
MagLink	85556553	4255556	12/4/2012
STR	85453465	4192005	8/14/2012
EMAG	85385069	4228693	10/23/2012
SGA	85555545	4259208	12/11/2012
AFG-2	85453427	4146718	5/22/2012

Mark	Serial Number	Application/Registration Number	Filing/Registration Date
	85363984	4102077	2/21/2012
RSA	85203230	3993980	7/12/2011
MagLevel	85385184	4085463	1/10/2012
	85122631	4054919	11/15/2011
XTM	85385173	4111856	3/13/2012
MSA	85443786	4146679	5/22/2012
PRS2	85443725	4146678	5/22/2012
MS3	85385029	4147934	5/22/2012

Mark	Serial Number	Application/Registration Number	Filing/Registration Date
MVG	85126499	4011376	8/16/2011
MOE-K	85443748	4118724	3/27/2012
Unfair Advantage	85112639	3947762	4/19/2011
MOE+	85443771	4115080	3/20/2012
UBR	85126505	3947912	4/19/2011
RVG	85126496	3947911	4/19/2011
MS4	85950814	4512633	4/08/2014
MOE-K2	85785358	4511812	4/08/2014
Magpul Dynamics	85385132	4228694	10/23/2012

Mark	Serial Number	Application/Registration Number	Filing/Registration Date
MBUS	77568892	3696887	10/13/2009
SPEEDPLATE	77962334	3856774	10/05/2010
PRS	77962411	3856775	10/5/2010
CTR	77962373	3864177	10/19/2010
MIAD	77942357	3856411	10/5/2010
B.A.D. Lever	77847133	3813473	7/6/2010
	77759447	3742132	1/26/2010
MOE	77568991	3608686	4/21/2009
PMAG	77568944	3608684	4/21/2009

Mark	Serial Number	Application/Registration Number	Filing/Registration Date
MAGPUL	77208409	3381306	2/12/2008
	75742369	2338725	4/04/2000
ASAP	77677475	3704670	11/3/2009
	88223414	4645327	12/10/2018
 MAGPUL	88043411	N/A	7/18/2018
PMAG D-50	88143745	4,919,243	10/04/2018