

900492912 04/05/2019

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM517696

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
QRP, Inc.		04/05/2019	Corporation:

RECEIVING PARTY DATA

Name:	ICG Debt Administration LLC
Street Address:	600 Lexington Avenue, 24th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	Corporation : DELAWARE <i>Limited liability company</i>

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	2428883	QUALATRILE
Registration Number:	2425771	QUALATEX
Registration Number:	1356400	POLYTUFF
Registration Number:	3528627	QUALAGRIP
Registration Number:	3428701	QUALAKNIT
Registration Number:	3455713	QUALASHEER
Registration Number:	3205338	QUALATRILESENS! THE "NUDE GLOVE"
Registration Number:	3200971	QRP GLOVES
Registration Number:	2549523	QUALAKOTE
Registration Number:	2025680	QRP
Registration Number:	1749928	BIOTEK
Registration Number:	5505170	TUB O' GLOVES
Registration Number:	5205857	QREXAM
Registration Number:	4016858	LITTLE RED GRIPPER

OP \$365.00 2428883

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.

Phone: 312-258-5592

Email: Tmargolis@schiffhardin.com
Correspondent Name: Tyler E. Margolis
Address Line 1: 233 South Wacker Drive, Suite 7100
Address Line 4: Chicago, ILLINOIS 60606

NAME OF SUBMITTER: Tyler Margolis

SIGNATURE: /Tyler Margolis/

DATE SIGNED: 04/05/2019

Total Attachments: 5

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This Second Lien Trademark Security Agreement, dated as of April 5, 2019 (this “**Trademark Security Agreement**”), is made by QRP, Inc., an Arizona corporation (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 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Note Purchase Agreement**”), by and among PIP Buyer, Inc., a Delaware corporation, the Purchasers party thereto from time to time and the Second Lien Agent.

WITNESSETH:

WHEREAS, the Grantor is party to a Second Lien Guarantee and Collateral Agreement, dated as of January 31, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Guarantee and Collateral Agreement**”), by and among the Grantor, the Domestic Note Parties party thereto and Second Lien Agent, 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 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 Note Purchase Agreement and used herein shall have the respective meanings given to them in the Guarantee and Collateral Agreement or the 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 its right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) 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 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]

AGREED AND ACCEPTED
as of the date first written above:

ICG DEBT ADMINISTRATION LLC,
as Second Lien Agent

By: 
Name: Brian Spennas
Title: Authorized Person

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

GRANTOR:

QRP, INC.

By: 

Name: Joseph A. Milot, Jr.

Title: President and Chief Executive Officer

[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 006615 FRAME: 0761

SCHEDULE I

TRADEMARK REGISTRATIONS AND APPLICATIONS FOR TRADEMARKS

<u>Record Owner</u>	<u>Trademark</u>	<u>Co.</u>	<u>App. No.</u>	<u>Reg. No.</u>
QRP, Inc.	QUALATRILE	U.S.	App 75681435	Reg 2428883
QRP, Inc.	QUALATEX	U.S.	App 75681436	Reg 2425771
QRP, Inc.	POLYTUFF	U.S.	App 73521223	Reg 1356400
QRP, Inc.	QUALAGRIP	U.S.	App 77244145	Reg 3528627
QRP, Inc.	QUALAKNIT	U.S.	App 78925931	Reg 3428701
QRP, Inc.	QUALASHEER	U.S.	App 78917724	Reg 3455713
QRP, Inc.	Qualarite SENS: THE "NUDE GLOVE"	U.S.	App 78718405	Reg 3205338
QRP, Inc.		U.S.	App 78718497	Reg 3200971
QRP, Inc.	QUALAKOTE	U.S.	App 76143711	Reg 2549523
QRP, Inc.	QRP	U.S.	App 75058895	Reg 2025680
QRP, Inc.	BIOTEK	U.S.	App 74244995	Reg 1749928
QRP, Inc.	TUB O' GLOVES	U.S.	App. 87674416	Reg 5505170
QRP, Inc.	QRExam	U.S.	App. 86917024	Reg 5205857
QRP, Inc.	LITTLE RED GRIPPER	U.S.	App. 85052646	Reg 4016858