

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM523940

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Worldwide Protective Products, LLC		05/16/2019	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	ICG Debt Administration LLC, as Second Lien Agent		
Street Address:	600 Lexington Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: NEW YORK		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Serial Number:	86942438	VADON	
Serial Number:	86761469	TASSET	
Serial Number:	85805618	CLAW COVER	
Serial Number:	76663020	ATA	
Serial Number:	86942448	VADON	
Serial Number:	86761493	TASSET T	
Serial Number:	87888962	BOAR HOG ATA	
Serial Number:	88355899	W WORLDWIDE PROTECTIVE PRODUCTS	
Serial Number:	88336961	W WORLDWIDE PROTECTIVE PRODUCTS	
CORRESPONDENCE DATA			
Fax Number:			
<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:	312-258-5562		
Email:	pbutler@schiffhardin.com		
Correspondent Name:	Schiff Hardin LLP		
Address Line 1:	233 S. Wacker Drive		
Address Line 2:	Suite 7100		
Address Line 4:	Chicago, ILLINOIS 60606		

OP \$240.00 86942438

NAME OF SUBMITTER:	Peter Butler
SIGNATURE:	/Peter Butler/
DATE SIGNED:	05/16/2019
Total Attachments: 6 source=2L_Trademark Security Agreement (EMK)#page1.tif source=2L_Trademark Security Agreement (EMK)#page2.tif source=2L_Trademark Security Agreement (EMK)#page3.tif source=2L_Trademark Security Agreement (EMK)#page4.tif source=2L_Trademark Security Agreement (EMK)#page5.tif source=2L_Trademark Security Agreement (EMK)#page6.tif	

SECOND LIEN TRADEMARK SECURITY AGREEMENT

This Second Lien Trademark Security Agreement, dated as of May 16, 2019 (this “**Trademark Security Agreement**”), is made by the Domestic Note Parties 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 (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 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 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:

WORLDWIDE PROTECTIVE PRODUCTS, LLC

By: _____

Name: Joseph A. Milot, Jr.

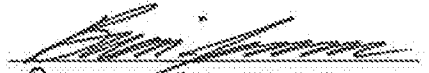
Title: President

[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 006647 FRAME: 0633




AGREED AND ACCEPTED
as of the date first written above:

ICG DEBT ADMINISTRATION LLC,
as Second Lien Agent

By: 
Name: Brian Spener
Title: Authorized Signatory

SCHEDULE I

TRADEMARK REGISTRATIONS AND APPLICATIONS FOR TRADEMARKS

<u>Record Owner</u>	<u>Trademark</u>	<u>Co.</u>	<u>Serial. No.</u>	<u>Reg. No.</u>
WORLDWIDE PROTECTIVE PRODUCTS, LLC	VADON	U.S.	86942438	5148118
WORLDWIDE PROTECTIVE PRODUCTS, LLC	TASSET	U.S.	86761469	4950983
WORLDWIDE PROTECTIVE PRODUCTS, LLC	CLAW COVER	U.S.	85805618	4479904
WORLDWIDE PROTECTIVE PRODUCTS, LLC	CLAW COVER	Canada	1658809	TMA941602
WORLDWIDE PROTECTIVE PRODUCTS, LLC	CLAW COVER	Brazil	840746237	840746237
WORLDWIDE PROTECTIVE PRODUCTS, LLC	ATA	U.S.	76663020	3587544
WORLDWIDE PROTECTIVE PRODUCTS, LLC	ATA	Canada	1598030	TMA863868
WORLDWIDE PROTECTIVE PRODUCTS, LLC	ATA	Brazil	840746245	840746245
WORLDWIDE PROTECTIVE PRODUCTS, LLC		U.S.	86942448	5148119
WORLDWIDE PROTECTIVE PRODUCTS, LLC		U.S.	86761493	4968151
WORLDWIDE PROTECTIVE PRODUCTS, LLC ¹	ATA	International— Designating AU, CN, EM, JP, KR	N/A	1140579
WORLDWIDE PROTECTIVE PRODUCTS, LLC		U.S.	87888962	Pending
WORLDWIDE PROTECTIVE PRODUCTS, LLC	W WORLDWIDE PROTECTIVE PRODUCTS	U.S.	88355899	Pending
WORLDWIDE PROTECTIVE PRODUCTS, LLC	W WORLDWIDE PROTECTIVE PRODUCTS	U.S.	88336961	Pending

¹Note that the current owner is Worldwide Glove & Supply LLC. The parties intend to have this changed to Worldwide Protective Products, LLC shortly after closing.

PROTECTIVE PRODUCTS, LLC	PRODUCTS			
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