

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM526784

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Strata Products Worldwide, LLC		06/04/2019	Limited Liability Company: DELAWARE
Strata Safety Products, LLC		06/04/2019	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	North Haven Credit Partners II L.P., as the Administrative Agent
Street Address:	1585 Broadway
City:	New York
State/Country:	NEW YORK
Postal Code:	10036
Entity Type:	Limited Partnership: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	3486540	HAZARDAVERT
Registration Number:	3866212	LINK-N-LOCK
Registration Number:	3494385	FRESH AIR BAY
Registration Number:	4307092	STRATA WORLDWIDE
Registration Number:	4223589	PROPSETTER
Registration Number:	4882431	ACTIVEAIR
Registration Number:	4659774	HAZARDLINK
Registration Number:	4659773	COMMTRAC
Registration Number:	4867845	STRATA KEG

CORRESPONDENCE DATA

Fax Number: 6175269899

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: 6175269628

Email: cslattery@proskauer.com

Correspondent Name: Christine Slattery

Address Line 1: Proskauer Rose LLP

CH \$240.00 3486540

Address Line 2: One International Place, 23rd Floor
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER: 51025 / 042

NAME OF SUBMITTER: Christine Slattery

SIGNATURE: /Christine Slattery/

DATE SIGNED: 06/06/2019

Total Attachments: 5

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SHORT FORM TRADEMARK SECURITY AGREEMENT, dated as of June 4, 2019, by STRATA PRODUCTS WORLDWIDE, LLC, a Delaware limited liability company, STRATA SAFETY PRODUCTS, LLC, a Delaware limited liability company (together, the “Borrowers” and separately, a “Borrower”), each of the entities listed on the signature pages hereof as grantors or that becomes a party hereto pursuant to Section 7.10 (Additional Grantors) of the Security Agreement referred to below (each a “Grantor” and, collectively, the “Grantors”) in favor of NORTH HAVEN CREDIT PARTNERS II L.P. (in such capacity, together with its successors in such capacity, the “Administrative Agent”) for the Secured Parties (as defined in the Security Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement dated as of June 4, 2019 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrowers, Holdings, the other Loan Parties from time to time party thereto, the Lenders from time to time party thereto, and the Administrative Agent, certain Secured Parties have agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein; and

WHEREAS, all the Grantors are party to a Security Agreement dated as of June 4, 2019 in favor of the Administrative Agent (the “Security Agreement”) pursuant to which the Grantors are required to execute and deliver this Short Form Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Loan Parties and the Administrative Agent to enter into the Credit Agreement and to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms

Unless otherwise defined herein, terms defined in the Credit Agreement or in the Security Agreement and used herein have the meanings given to them in the Credit Agreement or the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral

Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby collaterally assigns, conveys, mortgages, pledges, hypothecates and transfers 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 lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

(a) all of its Trademarks and Trademark Licenses to which it is a party, including, without limitation, (x) the Trademarks registered in the United States referred to on Schedule I hereto and (y) the portion of the Trademark Licenses (for which a Grantor is a licensee) that are Material Intellectual Property referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all Proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

Section 3. Security Agreement

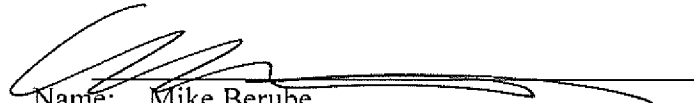
The security interest granted pursuant to this Short Form Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[SIGNATURE PAGES FOLLOW]


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

GRANTOR:

STRATA PRODUCTS WORLDWIDE, LLC



Name: Mike Berube
Title: Chief Executive Officer

STRATA SAFETY PRODUCTS, LLC


By: 
Name: Mike Berube
Title: Manager

STRATA PRODUCTS (USA), LLC

By: Strata Products Worldwide, LLC, its sole member

By: 
Name: Mike Berube
Title: Chief Executive Officer

STRATA EQUIPMENT, LLC

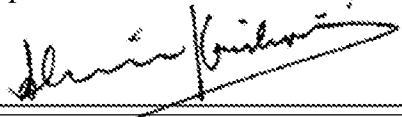
By: 
Name: Mike Berube
Title: Manager

ACCEPTED AND AGREED
as of the date first above written:

**NORTH HAVEN CREDIT PARTNERS II
L.P.**, as Administrative Agent

By: MS Credit Partners II GP L.P., its general
partner

By: MS Credit Partners II GP Inc., its general
partner

By: 

Name: Ashwin Krishnan
Title: Managing Director

SCHEDULE I
TO
SHORT FORM TRADEMARK SECURITY AGREEMENT

Trademark Registrations

A. U.S. REGISTERED TRADEMARKS

<u>Grantor</u>	<u>Jurisdiction</u>	<u>Trademark</u>	<u>Class</u>	<u>Registration Number</u>	<u>Registration Date</u>
Strata Safety Products, LLC	United States	HAZARDAVERT	9	3486540	8/12/08
Strata Products Worldwide, LLC	United States	LINK-N-LOCK	19	3866212	10/26/10
Strata Safety Products, LLC	United States	FRESH AIR BAY	9	3494385	9/8/08
Strata Products Worldwide, LLC	United States	STRATA WORLDWIDE	6, 9, 11, 19	4307092	3/26/13
Strata Products Worldwide, LLC	United States	PROPSETTER	19	4223589	10/16/12
Strata Safety Products, LLC	United States	ACTIVEAIR	13, 21, 23, 31, 34	4882431	1/5/16
Strata Safety Products, LLC	United States	HAZARDLINK	21, 23, 26, 36, 38	4659774	12/23/14
Strata Safety Products, LLC	United States	COMMTRAC	21, 23, 26, 36, 38	4659773	12/23/14
Strata Safety Products, LLC	United States	STRATA KEG	2, 12, 13, 14	4867845	12/8/15

B. U.S. TRADEMARK APPLICATIONS

None.

C. U.S. TRADEMARK LICENSES

None.