TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM528548

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GARMAT USA, LLC		06/19/2019	Limited Liability Company: COLORADO

RECEIVING PARTY DATA

Name:	HANCOCK CAPITAL MANAGEMENT, LLC, AS AGENT
Street Address:	200 S. WACKER DRIVE, SUITE 820
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark		
Registration Number:	5306018	INTELLE-AIR		
Registration Number:	5288759	GARMAT USA ALUMINUM REPAIR ISOLATION STA		
Registration Number:	4566541	3000 SERIES		
Registration Number:	3274955	GARMAT		
Registration Number:	3334688	ACCELE-CURE		
Registration Number:	3274699	THE ZEPHYR		
Registration Number:	3346491	TIER 1		
Registration Number:	3274702	CHINOOK II		
Registration Number:	2356349	QUIK-CURE		
Registration Number:	1820988	GARMAT		

CORRESPONDENCE DATA

Fax Number: 3125774565

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.

using a lax number, if provided, if that is unsuccessful, it will be sent via 05 mail.

Phone: 312-577-8265

Email: kristin.brozovic@kattenlaw.com
Correspondent Name: Kristin Brozovic c/o Katten

Address Line 1: 525 W Monroe St

Address Line 4: Chicago, ILLINOIS 60661

TRADEMARK REEL: 006674 FRAME: 0573

900503365

ATTORNEY DOCKET NUMBER:	389246-5	
NAME OF SUBMITTER:	Kristin Brozovic	
SIGNATURE:	/Kristin Brozovic/	
DATE SIGNED:	06/20/2019	
Total Attachments: 5		

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of June 19, 2019, by GARMAT USA, LLC, a Colorado limited liability company ("Grantor"), in favor of HANCOCK CAPITAL MANAGEMENT, LLC, a Delaware limited liability company, in its capacity as Agent for the Lenders (each as defined in the Credit Agreement referenced below) (in such capacity, "Grantee"):

WITNESSETH

WHEREAS, Grantor, the financial institutions from time to time party thereto as Lenders, and Grantee have entered into that certain Credit Agreement, dated as of June 19, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which Grantee and the Lenders have agreed, subject to the terms and conditions thereof, to make certain loans to, and other credit accommodations in favor of, Grantor (collectively, the "Loans").

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement, dated as of June 19, 2019, by and among Grantee, Grantor and the other Loan Parties from time to time party thereto (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), Grantor has granted to Grantee, for its benefit and the benefit of the Lenders, a security interest in and lien upon substantially all assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Guarantee and Collateral Agreement, including registrations and applications therefore), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

- 1. <u>Incorporation of Credit Agreement and Guarantee and Collateral Agreement.</u> The representations and warranties contained in the Credit Agreement and the Guarantee and Collateral Agreement to the extent applicable to Grantor are hereby incorporated herein in their entirety by this reference thereto. Unless otherwise noted herein, all capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Guarantee and Collateral Agreement. In the event of a conflict between a provision of the Guarantee and Collateral Agreement and a provision of this Agreement, the provision of the Guarantee and Collateral Agreement shall control.
- 2. <u>Grant and Reaffirmation of Grant of Security Interests</u>. To secure the payment and performance of the Obligations (as defined in the Credit Agreement), Grantor hereby grants to Grantee, for its benefit and the benefit of the Lenders, and hereby reaffirms its prior grant pursuant to the Guarantee and Collateral Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing or hereafter created, acquired or arising:
- (a) each Trademark listed on <u>Schedule A</u> annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

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(b) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of each such Trademark, or (ii) injury to the goodwill associated with each such Trademark;

provided that the Trademark Collateral shall not include any Excluded Property.

- 3. <u>Intent-To-Use Trademarks</u>. Notwithstanding the foregoing, and solely to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law, the Trademark Collateral shall not include any applications filed in the United States Patent and Trademark Office to register trademarks or service marks on the basis of any Grantor's "intent to use" such trademarks or service marks unless and until the filing of a "Statement of Use" or "Amendment to Allege Use" has been filed and accepted, whereupon such applications shall be automatically subject to the security interest granted herein.
- 4. <u>Governing Law.</u> This Agreement is made under and governed by the laws of the State of New York applicable to contracts made and to be performed entirely within such State, without regard to conflict of laws principles.

[Signature Page Follows]

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

GARMAT USA, LLC, a Colorado limited liability company

Name: Karen Tuleta

Title: Vice President and Treasurer

Trademark Security Agreement (Garmat)

TRADEMARK REEL: 006674 FRAME: 0577 Agreed and accepted as of the date first written above:

HANCOCK CAPITAL MANAGEMENT, LLC, as Agent

Name: Ryan Reko Title: Director

Trademark Security Agreement (Garmat)

SCHEDULE A

Trademark Registrations

Trademark	Application Number	Application Date	Registration Number	Registration Date
INTELLE-AIR	87361822	03/07/2017	5306018	10/10/2017
GARMAT USA ALUMINUM REPAIR	87035312	05/12/2016	5288759	09/19/2017
ISOLATION STATION				
3000 SERIES	85936791	05/20/2013	4566541	07/15/2014
GARMAT	78903596	06/08/2006	3274955	08/07/2007
ACCELE-CURE	78831210	03/07/2006	3334688	11/13/2007
THE ZEPHYR	78831339	03/07/2006	3274699	08/07/2007
TIER 1	78831732	03/07/2006	3346491	11/27/2007
CHINOOK II	78831737	03/07/2006	3274702	08/07/2007
QUIK-CURE	75526107	07/28/1998	2356349	06/06/2000
GARMAT	74376705	04/07/1993	1820988	02/15/1994

Trademark Applications

None.

RECORDED: 06/20/2019

TRADEMARK REEL: 006674 FRAME: 0579