

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM546028

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ALLIED INTERNATIONAL LLC		10/18/2019	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Bank Leumi USA		
Street Address:	579 Fifth Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 30			
Property Type	Number	Word Mark	
Registration Number:	4552857	PROJECT PARTNERS	
Registration Number:	4506995	ULTRA ACCESS	
Registration Number:	4292521	MEGABEAM	
Registration Number:	4181168	UNI-FIT	
Registration Number:	3431740	RELIANT	
Registration Number:	4161476	MAXFORCE	
Registration Number:	4116587	MAX TORQUE	
Registration Number:	4116585	PROJECT PARTNERS	
Registration Number:	3325384	CHICAGO POWER TOOLS	
Registration Number:	2935881	PRO-GRADE	
Registration Number:	3521054	DEADLOC	
Registration Number:	2748083	XLDRIVER	
Registration Number:	2748082	XLBLADE	
Registration Number:	2743130	XLRULE	
Registration Number:	2548345	SPEEDREEL	
Registration Number:	2951924	DURAWEB	
Registration Number:	2396532	AUTOBLADE	
Registration Number:	2435794	LEVERENCH	
Registration Number:	2579212	FLIPGRIP	
TRADEMARK			

OP \$765.00 4552857

Property Type	Number	Word Mark
Registration Number:	2419782	RAZOR JAW
Registration Number:	2402604	MULTIFIT
Registration Number:	2430280	DYNA-DRIVE
Registration Number:	2396296	VERSASHEAR
Registration Number:	2527852	FARM&RANCH
Registration Number:	2547657	HARVEST FORGE
Registration Number:	2294040	CARGOLOC
Registration Number:	2248756	QWIK RULE
Registration Number:	2257453	EXTREME
Registration Number:	2278244	PRO-STOP
Serial Number:	88491594	HER HARDWARE

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 8007130755

Email: james.murray@wolterskluwer.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Syed Humza Moinuddin
SIGNATURE:	/Syed Humza Moinuddin/
DATE SIGNED:	10/21/2019

Total Attachments: 10
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 18th day of October, 2019, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”), and BANK LEUMI USA (“Lender”).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement dated of even date herewith by and among Allied International LLC, a California limited liability company (“Allied”, and together with any other Person that may after the date hereof become party thereto as a Borrower, each individually a “Borrower”, and individually and collectively, jointly and severally, “Borrowers”) and Lender (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), Lender has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, Lender is willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Lender the Security Agreement, dated of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Security Agreement”); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Lender, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors hereby agree as follows:

1. Defined Terms. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1.2 of the Security Agreement, which rules of construction are incorporated herein by this reference, mutatis mutandis.

2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby unconditionally grants, assigns, and pledges to Lender to secure the Secured Obligations, a continuing security interest in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

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

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right

to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. Security for Secured Obligations. This Trademark Security Agreement and the security interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by any Grantor to Lender, whether or not they are unenforceable or not allowable due to the existence of a case under the U.S. Bankruptcy Code involving any Grantor.

4. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Lender pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Lender 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. Authorization to Supplement. Grantors shall give Lender not less than five (5) Business Days' prior written notice before filing any additional application for registration of any Trademark and prompt notice in writing of any additional trademark registrations granted therefor after the date hereof. Without limiting the obligations of any Grantor under this Section, each Grantor hereby authorizes Lender unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any future United States registered Trademarks or applications therefor of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way invalidate, limit or otherwise adversely affect Lender's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. Counterparts. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

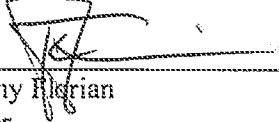
7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER SET FORTH IN THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

ALLIED INTERNATIONAL LLC


By: 
Name: Timothy Ilgrian
Title: Manager

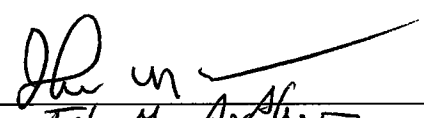
[Signature Page to Trademark Security Agreement (Allied)]

ACCEPTED AND ACKNOWLEDGED BY:

LENDER:

BANK LEUMI USA

By: 
Name: Jason Schumacher
Title: Vice President

By: 
Name: Johann
Title: F5VP

[Signature Page to Trademark Security Agreement (Allied)]

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Serial Number	Reg. Number	Word Mark	Live/Dead
85885986	4552857	PROJECT PARTNERS	LIVE
85795469	4506995	ULTRA ACCESS	LIVE
76709813	4292521	MEGABEAM	LIVE
76710523	4181168	UNI-FIT	LIVE
76656012	3431740	RELIANT	LIVE
76707082	4161476	MAXFORCE	LIVE
76709067	4116587	MAX TORQUE	LIVE
76708428	4116585	PROJECT PARTNERS	LIVE
76658297	3325384	CHICAGO POWER TOOLS	LIVE
76573812	2935881	PRO-GRADE	LIVE
76677909	3521054	DEADLOC	LIVE
76244874	2748083	XLDRIVER	LIVE
76244873	2748082	XLBLADE	LIVE
76162156	2743130	XLRULE	LIVE
76042847	2548345	SPEEDREEL	LIVE
75808096	2951924	DURAWEB	LIVE
75702162	2396532	AUTOBLADE	LIVE
75665238	2435794	LEVERENCH	LIVE
75648741	2579212	FLIPGRIP	LIVE
75572636	2419782	RAZOR JAW	LIVE
75553973	2402604	MULTIFIT	LIVE
75515019	2430280	DYNA-DRIVE	LIVE
75514819	2396296	VERSASHEAR	LIVE
75514813	2527852	FARM&RANCH	LIVE
75514809	2547657	HARVEST FORGE	LIVE
75434172	2294040	CARGOLOC	LIVE
75326814	2248756	QWIK RULE	LIVE
75084386	2257453	EXTREME	LIVE
74736055	2278244	PRO-STOP	LIVE

5873852.4

Serial Number	Reg. Number	Word Mark	Live/Dead
88491594		HER HARDWARE	LIVE

Trade Names

None

Common Law Trademarks

None

Trademarks Not Currently In Use

Serial Number	Reg. Number	Word Mark	Live/Dead
87294117		AQUA LAMP	DEAD
86539719		HYDRAGRIP	DEAD
86137158		UNI-GRIP	DEAD
86137167		PIVOT WRENCH	DEAD
86137141		RAPIDFIRE	DEAD
76471613	2868495	E-Z CHUCK	DEAD
76662141		BACKYARD CHEF	DEAD
76648844		PROGRADE	DEAD
76581544	3021544	LIGHTLINE	DEAD
76581543	3021543	PIVOTPOINT	DEAD
76568387		ILEVEL	DEAD
76553393		PRECISION PRO	DEAD
76546601	2921358	MAGIC TIES	DEAD
76533312	2960429	LASERULE	DEAD
76522360		DUALTOOL	DEAD
76497193		FAMILY CRAFT	DEAD
76455964		PYTHON	DEAD
76455963		GRIZZLY GRIP	DEAD
76394255		LION	DEAD
76384534		MASTER TRADESMAN	DEAD

Serial Number	Reg. Number	Word Mark	Live/Dead
76376855		TOOLMASTER	DEAD
76352609		GELGRIP	DEAD
76346114		PROMATE BY TRUECRAFT	DEAD
76341032		SAFEBLADE	DEAD
76338090	2666081	JUNIOR TRUCKER	DEAD
76316288		SWITCH-GRIP	DEAD
76316287		POWERULE	DEAD
76261755		EDGEGUARD	DEAD
76146534		BIG RIG	DEAD
76146533		AUTOLOAD	DEAD
76019995		FORMULA 1	DEAD
75808097	2553431	DUOLOC	DEAD
75625316	2323870		DEAD
75625315	2319026		DEAD
75553969	2455854	FAST-FIT	DEAD
75507961	2464203	QUADRO	DEAD
75493304		BRITE DRIVER	DEAD
75468698		BRIGHT DRIVER	DEAD
75455180	2322986		DEAD
75404510		PRO GRADE	DEAD
75339247	2339029	STROKE SAVER	DEAD
75257391	2194892	DOCKSIDE	DEAD
75207488		AIRTECH	DEAD
75107503	2155454	PROJECT PARTNERS	DEAD
74687204	2371379	FORMULA 1	DEAD

Trademark Licenses

Allied has the following licenses to use intellectual property:

Bushnell Holdings Inc.

List of trademark/patents used: Licensed products includes flashlights (includes headlamps) and Spot lights with the Tasco trademark.

Nature of License: Non-Exclusive

Term of License: Contract Period of January 1, 2019 thru December 31, 2019

The Black and Decker Corporation and Stanley Black & Decker

List of trademark/patents used: Licensed products with the Porter Cable (work mark).

Nature of License: Non-Exclusive

Term of License: Contract Period of January 1, 2019 thru December 31, 2019

Channellock, Inc.

List of trademark/patents used:

- Channellock owns exclusive rights in and to the “Channellock” word marks and design marks, the Channellock “bow tie” design mark, and U.S. Reg. Nos. 744,588, 744,756, 775,319, 2,026,348, 2,642,163, and 1,345,672 therefor for use on and in connection with tools and tool kits.
- Channellock owns exclusive rights in and to a shade of the color blue entitled “Channellock Blue” best exemplified by Munsell Color No. 10 B 5/12 as well as a range of color blue closely associated therewith (from and including Pantone 297C to 301C) for use on or in connection with certain tool handles, and/or tool kit packaging, advertising or promotional materials, and U.S. Reg. No. 1,536,106 for Channellock Blue for use on or in connection with certain tool handles (collectively “Blue Trade Dress”).

Nature of License: Non-Exclusive

Term of License: Contract Period of January 1, 2019 thru December 31, 2019

The Goodyear Tire & Rubber Company

List of trademark/patents used: Licensed products with the Licensed marks “Goodyear Racing Licensed Mark” and “Goodyear Licensed Mark”.

Nature of License: Non-Exclusive

Term of License: Contract Period of July 1, 2019 thru June 30, 2019