

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM551178

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Grant of Security Interest - Trademarks		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
GMES LLC		11/27/2019	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BMO Harris Bank N.A., as Administrative Agent		
<b>Street Address:</b>	111 West Monroe Street,		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	National Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5284243	BE SAFE. DO MORE.	
<b>Registration Number:</b>	4806444	CLIMB HIGHER	
<b>Registration Number:</b>	4786807	CLIMB HIGHER	
<b>Registration Number:</b>	5284242	COLUMBIA SAFETY	
<b>Registration Number:</b>	5289259	CS	
<b>Registration Number:</b>	5268062	GEAR EXPERTS	
<b>Registration Number:</b>	4911827	GME SUPPLY CO	
<b>Registration Number:</b>	4911828	GME SUPPLY CO	
<b>Serial Number:</b>	88567858	WESTFALL PRO	
<b>Serial Number:</b>	88567842	WESTFALL PRO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	2136207848		
<b>Email:</b>	iprecordations@whitecase.com		
<b>Correspondent Name:</b>	Justine Lu/White & Case LLP		
<b>Address Line 1:</b>	555 South Flower Street, 2700		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90071		

CH \$265.00 5284243

<b>ATTORNEY DOCKET NUMBER:</b>	1785638-0032-S216
<b>NAME OF SUBMITTER:</b>	Justine Lu
<b>SIGNATURE:</b>	/Justine Lu/
<b>DATE SIGNED:</b>	11/27/2019
<b>Total Attachments: 4</b> source=GMES - Trademark Security Agreement (EXECUTED)#page1.tif source=GMES - Trademark Security Agreement (EXECUTED)#page2.tif source=GMES - Trademark Security Agreement (EXECUTED)#page3.tif source=GMES - Trademark Security Agreement (EXECUTED)#page4.tif	

**GRANT OF A SECURITY INTEREST -- TRADEMARKS**

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of November 27, 2019, by GMES LLC, a Delaware limited liability company ("Grantor"), in favor of BMO HARRIS BANK N.A., in its capacity as Administrative Agent for itself and the other Lender Parties (together with its successors and assigns in such capacity, "Grantee").

WHEREAS, the Grantor has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated November 27, 2019 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Lender Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Lender Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

**[Remainder of page intentionally left blank]**

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

GMES LLC

By: 

Name: Matthew Newill

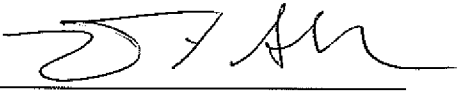
Title: Vice President

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006805 FRAME: 0282**

Acknowledged and Agreed:

BMO HARRIS BANK N.A.,  
as Administrative Agent

By: 

Name: David Sneddon

Title: Assistant Vice President

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006805 FRAME: 0283**

**SCHEDULE A TO GRANT OF A SECURITY INTEREST**

**Trademark Registrations and Applications**

<b>Mark</b>	<b>Jurisdiction</b>	<b>Serial No./ Filing Date</b>	<b>Reg. No./ Reg. Date</b>	<b>Status</b>	<b>Current Owner of Record</b>
<b>BE SAFE. DO MORE.</b>	US	87232345/ November 10, 2016	5284243/ September 12, 2017	Registered	GMES LLC
CLIMB HIGHER	US	86196692/ February 18, 2014	4806444/ September 8, 2015	Registered	GMES LLC
CLIMB HIGHER	US	86225496/ March 19, 2014	4786807/ August 4, 2015	Registered	GMES LLC
COLUMBIA SAFETY	US	87232336/ November 10, 2016	5284242/ September 12, 2017	Registered	GMES LLC
	US	87232356/ November 10, 2016	5289259/ September 19, 2017	Registered	GMES LLC
Gear Experts	US	87231463/ November 9, 2016	5268062/ August 15, 2017	Registered	GMES LLC
GME Supply Co	US	86196701/ February 18, 2014	4911827/ March 8, 2016	Registered	GMES LLC
	US	86196735/ February 18, 2014	4911828/ March 8, 2016	Registered	GMES LLC
<b>WESTFALL PRO</b>	US	88567858/ August 6, 2019	N/A	Pending	GMES LLC
Westfall Pro	US	88567842/ August 6, 2019	N/A	Pending	GMES LLC