

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM551420

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Milton Industries, Inc.		11/20/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Milton DebtCo, LLC		
<b>Street Address:</b>	345 N. Maple Drive, Suite 300		
<b>City:</b>	Beverly Hills		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90210		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 22</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5049850	M STYLE	
<b>Registration Number:</b>	5211892	S211	
<b>Registration Number:</b>	5211893	S-728	
<b>Registration Number:</b>	5309083	S-711	
<b>Registration Number:</b>	5309084	S-715	
<b>Registration Number:</b>	5309085	S-716	
<b>Registration Number:</b>	5309086	S-727	
<b>Registration Number:</b>	5330421	EXELAIR	
<b>Registration Number:</b>	5337273	SIMPLY BETTER AIR	
<b>Registration Number:</b>	5444831	COLOR FIT	
<b>Registration Number:</b>	5444832	COLOR FIT	
<b>Registration Number:</b>	5514199	COBRAFLEX	
<b>Registration Number:</b>	4366809	KWIK-CHANGE	
<b>Registration Number:</b>	5634684	HIGHFLOWPRO	
<b>Registration Number:</b>	4382090	MILTON	
<b>Registration Number:</b>	4304144	MILTON INDUSTRIES, INC.	
<b>Registration Number:</b>	5769788	KWIK CHANGE	
<b>Registration Number:</b>	4294825	MILTON INDUSTRIES, INC.	
<b>Serial Number:</b>	88687495	S-506	

CH \$565.00 5049850

Property Type	Number	Word Mark
Serial Number:	88687517	S-516
Serial Number:	88687533	S516
Serial Number:	88687509	S506

**CORRESPONDENCE DATA**

**Fax Number:**

*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:** 7344184212  
**Email:** asujek@honigman.com  
**Correspondent Name:** Angela Alvarez Sujek  
**Address Line 1:** Honigman LLP  
**Address Line 2:** 39400 Woodward Ave # 101  
**Address Line 4:** Bloomfield Hills, MICHIGAN 48304

<b>NAME OF SUBMITTER:</b>	Angela Alvarez Sujek
<b>SIGNATURE:</b>	/angela alvarez sujek/
<b>DATE SIGNED:</b>	12/02/2019

**Total Attachments: 7**

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**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this November 20, 2019, between the Grantor listed on the signature pages hereof (“Grantor”), and Milton DebtCo, LLC, as agent for the Secured Parties (in such capacity, together with its successors and assigns, the “Agent”).

**WITNESSETH:**

WHEREAS, pursuant to that certain Note Purchase Agreement, dated as of November 20, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the “Note Purchase Agreement”), by and among Milton MidCo, LLC, a Delaware limited liability company (the “Company”), Tool Group Holdings Corp., a Delaware corporation (“Holdings”), the Grantor, the other Guarantors from time to time party thereto (together with the Company, Holdings and the Grantor, the “Company Parties”), the Agent and the purchasers from time to time party thereto (the “Purchasers”), the Purchasers are willing to purchase the Notes pursuant to the terms and conditions thereof;

WHEREAS, the Purchasers are willing to purchase the Notes as provided for in the Note Purchase Agreement, but only upon the condition, among others, that the Company Parties shall have executed and delivered to the Agent, for the benefit of the Secured Parties, that certain Security Agreement, dated as of November 20, 2019 (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, Grantor is required to execute and deliver to the Agent, for the benefit of the Secured Parties, 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, Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement and/or the Note Purchase Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Grantor hereby unconditionally grants, collaterally assigns and pledges to the Agent, for the benefit of the Secured Parties, a continuing security interest in all of Grantor’s right, title and interest in, to and under the following, whether now owned or hereafter created or acquired (collectively, the “Trademark Collateral”):

(a) all of its Trademarks including those referred to on Schedule I hereto and rights in and to Intellectual Property Licenses with respect to Trademarks to which it is a party;

(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 of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License, (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License;

provided that, notwithstanding anything to the contrary in this Trademark Security Agreement, the Trademark Collateral shall exclude any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law, provided that upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Trademark Collateral.

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 Grantor to the Agent or the other Secured Parties, but for the fact that they are unenforceable or not allowable due to the existence of a proceeding under Bankruptcy Laws involving Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to the Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Parties 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. Section 22 of the Security Agreement is incorporated 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. GOVERNING LAW. This Trademark Security Agreement is made under and governed by the laws of the State of New York without regard to conflicts of laws principles.

6. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give notice in writing to the Agent as required by the Security Agreement with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section 5, Grantor hereby authorizes the Agent to unilaterally amend Schedule I to include future United States registered trademarks or trademark applications of Grantor. Notwithstanding the foregoing, no failure to amend Schedule I shall in any way affect, invalidate or detract from the Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

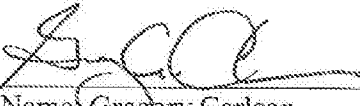
7. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall together constitute but one and 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 Agreement

[SIGNATURE PAGE FOLLOWS]

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

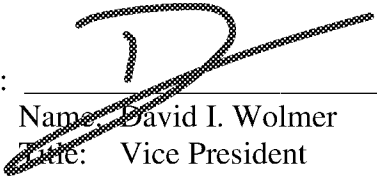
GRANTOR:

MILTON INDUSTRIES, INC., a Delaware corporation

By:   
Name: Gregory Carlson  
Title: President

ACCEPTED AND ACKNOWLEDGED BY:

MILTON DEBT CO, LLC

By:  \_\_\_\_\_  
Name: David I. Wolmer  
Title: Vice President

**SCHEDULE I**  
**TO**  
**TRADEMARK SECURITY AGREEMENT**

**Trademark Registrations/Applications**

<b>Mark</b>	<b>Status</b>	<b>Registration/ Application No.</b>	<b>Registration/ Application Date</b>	<b>Jurisdiction</b>	<b>Owner Information</b>
M STYLE	Registered	RN: 5049850 SN: 86960402	03/31/2016	US	Milton Industries, Inc.
S211	Registered	RN: 5211892 SN: 86960360	03/31/2016	US	Milton Industries, Inc.
S-728	Registered	RN: 5211893 SN: 86960394	03/31/2016	US	Milton Industries, Inc.
S-711	Registered	RN: 5309083 SN: 86960369	03/31/2016	US	Milton Industries, Inc.
S-715	Registered	RN: 5309084 SN: 86960375	03/31/2016	US	Milton Industries, Inc.
S-716	Registered	RN: 5309085 SN: 86960381	03/31/2016	US	Milton Industries, Inc.
S-727	Registered	RN: 5309086 SN: 86960385	03/31/2016	US	Milton Industries, Inc.
EXELAIR	Registered	RN: 5330421 SN: 86910490	02/17/2016	US	Milton Industries, Inc.
SIMPLY BETTER AIR	Registered	RN: 5337273 SN: 87975891	07/19/2016	US	Milton Industries, Inc.
COLOR FIT	Registered	RN: 5444831 SN: 87416057	04/18/2017	US	Milton Industries, Inc.
COLOR FIT and Design	Registered	RN: 5444832 SN: 87416066	04/18/2017	US	Milton Industries, Inc.
COBRAFLEX	Registered	RN: 5514199 SN: 86910439	02/17/2016	US	Milton Industries, Inc.
KWIK-CHANGE	Registered	RN: 4366809 SN: 85591340	07/16/2013	US	Milton Industries, Inc.



Mark	Status	Registration/ Application No.	Registration/ Application Date	Jurisdiction	Owner Information
HIGHFLOWPRO	Registered	RN: 5634684 SN: 87979091	08/25/2017	US	Milton Industries, Inc.
MILTON	Registered	RN: 4382090 SN: 85591286	08/13/2013	US	Milton Industries, Inc.
MILTON INDUSTRIES, INC. and Design	Registered	RN: 4304144 SN: 85591330	03/19/2013	US	Milton Industries, Inc.
KWIK CHANGE	Registered	RN: 5769788 SN: 88196671	06/04/2019	US	Milton Industries, Inc.
MILTON INDUSTRIES, INC.	Registered	RN: 4294825 SN: 85591320	02/26/2013	US	Milton Industries, Inc.
MILTON	Registered	AN: 1437018447	05/18/2016	Saudi Arabia	Milton Industries, Inc.
s-506	Pending	SN: 88687495	11/11/2019	US	Milton Industries, Inc.
s-516	Pending	SN: 88687517	11/11/2019	US	Milton Industries, Inc.
s516	Pending	SN: 88687533	11/11/2019	US	Milton Industries, Inc.
s506	Pending	SN: 88687509	11/11/2019	US	Milton Industries, Inc.

Trademark Security Agreement

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RECORDED: 12/02/2019

TRADEMARK  
REEL: 006806 FRAME: 0160