

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM554766

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FIRE KING INTERNATIONAL LLC		12/20/2019	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Champlain Capital Partners II, L.P., as Collateral Agent		
Street Address:	1 Post Street, Suite 925		
Internal Address:	c/o Champlain Capital Management, LLC		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94104		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Registration Number:	3716405	DRYFILES	
Registration Number:	1173902	FIRE KING	
Registration Number:	2833666	FIREKING	
Registration Number:	2801790	FIREKING	
Registration Number:	2909446	FIREKING 25	
Registration Number:	2388560	FIRE KING MEDIAVAULT	
Registration Number:	4945919	FIRESHIELD	
Registration Number:	1451767	GARY	
Registration Number:	3832763	HEMI	
Registration Number:	0633178	HERCULES	
Registration Number:	4621866	HERCULES BY FIREKING	
Registration Number:	4621955	HERCULES BY FIREKING	
Registration Number:	5217268	MAGPROOF	
Registration Number:	4136939	PATRIOT BY FIREKING	
Registration Number:	4299259	SURE SEAL BY FIREKING	
Registration Number:	1601883	TURTLE	
Registration Number:	5237749	FIREKING	
Registration Number:	5304172	ULTRA SEAL	
TRADEMARK			

OP \$465.00 3716405

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.

Email: PETROLOK@pepperlaw.com**Correspondent Name:** Kim Petrolo**Address Line 1:** 501 Grant Street, Suite 300**Address Line 2:** Union Trust Building**Address Line 4:** Pittsburgh, PENNSYLVANIA 15219-4429

ATTORNEY DOCKET NUMBER:	138846.38
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NAME OF SUBMITTER:	Antonelle M. Piccirilli
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SIGNATURE:	/Antonelle M. Piccirilli/
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DATE SIGNED:	12/24/2019
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Total Attachments: 5

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 20, 2019, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of Champlain Capital Partners II, L.P. as Collateral Agent (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”) for the Purchasers (as defined below).

W I T N E S S E T H:

WHEREAS, FK Holdco, LLC, a Delaware limited liability company (“Holdings”) and the purchasers from time to time party thereto (the “Purchasers”), have entered into a Note Purchase Agreement, dated as of December 20, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Note Purchase Agreement”); and

WHEREAS, all of the Grantors are party to a Guaranty and Security Agreement dated as of December 20, 2019 in favor of the Collateral Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Purchasers to enter into the Note Purchase Agreement and to induce the Purchasers to purchase the Notes from Acquiror thereunder, each Grantor hereby agrees with the Collateral Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages and pledges to the Collateral Agent for the benefit of the Purchasers, and grants to the Collateral Agent for the benefit of the Purchasers 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 all Trademark Licenses providing for the grant by or to such Grantor of any right under any Trademark, including those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof. Notwithstanding the foregoing, there shall be no security interest or Lien on any Trademark application that is filed on an "intent-to-use" basis (until such time as a statement of use is filed with respect to such application and duly accepted by the United States Patent and Trademark Office).

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement conflicts with any provision of the Guaranty and Security Agreement, the Guaranty and Security Agreement shall govern.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Counterparts. 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York without reference to conflicts of law provisions (other than Section 5-1401 of the New York General Obligations Law). In addition, the provisions of Section 8.6, 8.7, 8.8 and 8.12 of the Guaranty and Security Agreement are incorporated herein by reference, *mutatis mutandis*.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the 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.

FIRE KING INTERNATIONAL LLC, as Grantor

By: 

Name: Dennis Leary

Title: President

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

1. REGISTERED TRADEMARKS

TRADEMARK	OWNER	REG. NO.	REG. DATE
U.S. Trademarks			
DRYFILES	Fire King International, LLC	3,716,405	11/24/2009
FIRE KING	Fire King International, LLC	1,173,902	10/20/1981
FIREKING	Fire King International, LLC	2,833,666	04/20/2004
FIREKING (Flame Stylized/Safes)	Fire King International, LLC	2,801,790	01/06/2004
FIREKING 25	Fire King International, LLC	2,909,446	12/14/2004
FIRE KING MEDIAVAULT	Fire King International, LLC	2,388,560	09/19/2000
FIRESHIELD	Fire King International, LLC	4,945,919	04/26/2016
GARY	Fire King International, LLC	1,451,767	08/11/1987
HEMI	Fire King International, LLC	3,832,763	08/10/2010
HERCULES (Word)	Fire King International, LLC	633,178	08/21/1956
HERCULES BY FIREKING (Word)	Fire King International, LLC	4,621,866	10/14/2014
HERCULES BY FIREKING (Design)	Fire King International, LLC	4,621,955	10/14/2014
MAGPROOF	Fire King International, LLC	5,217,268	06/06/2017
PATRIOT BY FIREKING	Fire King International, LLC	4,136,939	05/01/2012
SURE SEAL BY FIREKING	Fire King International, LLC	4,299,259	03/05/2013
TURTLE	Fire King International, LLC	1,601,883	06/19/1990
FIREKING	Fire King International, LLC	5237749	07/04/2017

TRADEMARK	OWNER	REG. NO.	REG. DATE
ULTRA SEAL	Fire King International, LLC	5304172	10/10/2017