

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM559055

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Protective Industrial Products, Inc.		12/04/2019	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	ICG Debt Administration LLC, as Second Lien Agent		
Street Address:	600 Lexington Avenue, 24th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 44			
Property Type	Number	Word Mark	
Registration Number:	0178521		
Registration Number:	4628859	ARMOUR PLATE	
Registration Number:	0517252	BIG APE	
Registration Number:	0577628	BLUE JEAN	
Registration Number:	1718343	BOSS	
Registration Number:	1245859	BOSS	
Registration Number:	1146594	BOSS	
Registration Number:	0191545	BOSS ARMOURPLATE	
Registration Number:	1221513	BOSS	
Registration Number:	2743904	BOSS EXTREME	
Registration Number:	2823787	BOSS EXTREME SPORTS	
Registration Number:	0518190	BOSS HARVESTER	
Registration Number:	5071598	BOSS HARVESTER	
Registration Number:	0141876	BOSS HEVY	
Registration Number:	0210819	BOSS	
Registration Number:	0189372	BOSS	
Registration Number:	0247275	BOSS JUMBO	
Registration Number:	1974576	BOSS	
Registration Number:	2786971	BOSS BOSS EXTREME	
TRADEMARK			

OP \$1115.00 0178521

Property Type	Number	Word Mark
Registration Number:	3249886	BOSS OUTDOORS
Registration Number:	0142941	BOSS SNUGS
Registration Number:	4740612	BOSS THERM
Registration Number:	0570011	BOSS
Registration Number:	1194369	BUCKEYE
Registration Number:	0103722	FLXO
Registration Number:	4624327	FROSTY GRIP
Registration Number:	1149899	GREEN APE
Registration Number:	5446072	GUARDIAN ANGEL
Registration Number:	4617640	IRONSIDES
Registration Number:	1162836	JOBMASTER
Registration Number:	0799556	LADYFINGER
Registration Number:	0556581	MUNK
Registration Number:	0517239	MUNKEFACE
Registration Number:	0793686	PLASTIC DOT
Registration Number:	0542562	SNUGTITE
Registration Number:	0870533	THORNGARD
Registration Number:	0565502	TIGER
Registration Number:	0552420	TOM CAT
Registration Number:	1924703	TRAILWISE
Registration Number:	1434822	TUFF GRIP
Registration Number:	0716532	TUF-GRIP
Registration Number:	4787340	V2 FLEXI-GRIP
Registration Number:	4833262	WORK HARD. WEAR BOSS.
Registration Number:	4229060	BOSS TECH

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: jbleskin@schiffhardin.com

Correspondent Name: Jennifer Bleskin

Address Line 1: 233 S. Wacker Drive, Suite 7100

Address Line 2: Schiff Hardin LLP

Address Line 4: Chicago, ILLINOIS 60606

NAME OF SUBMITTER:	Jennifer Bleskin
SIGNATURE:	/s/ Jennifer Bleskin
DATE SIGNED:	01/27/2020

Total Attachments: 9

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This Second Lien Trademark Security Agreement, dated as of December 4, 2019 (this “**Trademark Security Agreement**”), is made by the Domestic Note Party signatory hereto (the “**Grantor**”) in favor of ICG Debt Administration LLC, in its capacity as second lien agent (in such capacity, the “**Second Lien Agent**”) pursuant to that certain Second Lien Note Purchase Agreement, dated as of January 31, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Note Purchase Agreement**”), by and among PIP Buyer, Inc., a Delaware corporation, the Purchasers party thereto from time to time and the Second Lien Agent.

WITNESSETH:

WHEREAS, the Grantor is party to a Second Lien Guarantee and Collateral Agreement, dated as of January 31, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Guarantee and Collateral Agreement**”), by and among the Grantor, the Domestic Note Parties party thereto and Second Lien Agent, pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Second Lien Agent, for the benefit of the Secured Parties, to continue to extend certain financial accommodations under the Note Purchase Agreement, the Grantor hereby agrees with the Second Lien Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Guarantee and Collateral Agreement or Note Purchase Agreement and used herein shall have the respective meanings given to them in the Guarantee and Collateral Agreement or the Note Purchase Agreement, as the context shall require.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Second Lien Agent for the benefit of the Secured Parties a junior lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Property) of such Grantor: the Trademark registrations and applications for Trademarks listed on Schedule I attached hereto, together with all goodwill and general intangibles of such Grantor relating thereto or represented thereby and all proceeds of the foregoing.

SECTION 3. The Guarantee and Collateral Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Second Lien Agent pursuant to the Guarantee and Collateral Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Second Lien Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms of which are incorporated herein by reference. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

SECTION 4. Termination. Upon the termination of the Guarantee and Collateral Agreement in accordance with Section 8.17 thereof, the Second Lien Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Trademark Security Agreement. Receipt by facsimile or other electronic method of any executed signature page to this Trademark Security Agreement or any other Note Document shall constitute effective delivery of such signature page. This Trademark Security Agreement to the extent signed and

delivered by means of a facsimile machine or other electronic transmission (including “pdf”) shall be treated in all manner and respects and for all purposes as an original agreement or amendment and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No party hereto shall raise the use of a facsimile machine or other electronic transmission to deliver a signature or the fact that any signature or agreement or amendment was transmitted or communicated through the use of a facsimile machine or other electronic transmission as a defense to the formation or enforceability of a contract and each such party forever waives any such defense.

SECTION 6. Governing Law. The terms of Sections 10.16, 10.17 and 10.18 of the Note Purchase Agreement with respect to governing law, consent to jurisdiction, forum selection and waiver of jury trial are incorporated herein by reference, mutatis mutandis, and the parties hereto agree to such terms.

[Signature pages follow]

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

GRANTOR:

PROTECTIVE INDUSTRIAL PRODUCTS, INC.

By: 

Name: Joseph A. Milot Jr.

Title: President and Chief Executive Officer





AGREED AND ACCEPTED
as of the date first written above:




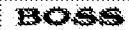
ICG DEBT ADMINISTRATION LLC,
as Second Lien Agent

By: 
Name: Brian Spenser
Title: Authorized Person

SCHEDULE I



TRADEMARK REGISTRATIONS AND APPLICATIONS FOR TRADEMARKS

<u>Owner</u>	<u>Trademark</u>	<u>Co.</u>	<u>Reg.No.</u>
Grantor	TRAILWISE	Canada	448408
Grantor	BOSS	Canada	UCA49574
Grantor	BOSS LOGO 	Canada	570741
Grantor	GREEN APE	Canada	247744
Grantor	MUNKEFACE	Canada	UCA48131
Grantor	THE BOSS	Canada	16406
Grantor	TUFF GRIP and Design 	Canada	337776
Grantor	'TV' 	Canada	132,000
Grantor	ZIP-FLAP & DESIGN 	Canada	295479
Grantor	BOSS	European Union (Community)	3786258
Grantor	BOSS Logo 	European Union (Community)	3785664
Grantor	BOSS	Mexico	484159
Grantor	BOSS & Design 	Mexico	478866
Grantor	BOSS Logo 	Mexico	868501

Grantor	TRAILWISE	Mexico	483094
Grantor	BOSS	Switzerland	522274
Grantor	BOSS Logo 	Switzerland	521726
Grantor	STAR DESIGN 	United States of America	0178521
Grantor	ARMOUR PLATE	United States of America	4628859
Grantor	'BIG APE'	United States of America	0517252
Grantor	BLUE JEAN 	United States of America	0577628
Grantor	BOSS	United States of America	1718343
Grantor	BOSS	United States of America	1245859
Grantor	BOSS	United States of America	1146594
Grantor	BOSS 	United States of America	0191545
Grantor	BOSS	United States of America	1221513
Grantor	BOSS EXTREME	United States of America	2743904
Grantor	BOSS EXTREME SPORTS	United States of America	2823787

Grantor	BOSS HARVESTER & LOGO 	United States of America	0518190
Grantor	BOSS HARVESTER	United States of America	5071598
Grantor	BOSS HEVY & LOGO 	United States of America	0141876
Grantor	BOSS in Oval Design 	United States of America	0210819
Grantor	BOSS IN RED STAR 	United States of America	0189372
Grantor	BOSS JUMBO & Design 	United States of America	0247275
Grantor	BOSS LOGO 	United States of America	1974576
Grantor	BOSS LOGO EXTREME 	United States of America	2786971
Grantor	BOSS OUTDOORS	United States of America	3249886
Grantor	BOSS SNUGS & Design 	United States of America	0142941
Grantor	BOSS THERM	United States of America	4740612
Grantor	'BOSS' WITHIN STAR DESIGN	United States of America	0570011

			
Grantor	BUCKEYE	United States of America	1194369
Grantor	FLXO & Design FLXO	United States of America	0103722
Grantor	FROSTY GRIP	United States of America	4624327
Grantor	GREEN APE	United States of America	1149899
Grantor	GUARDIAN ANGEL	United States of America	5446072
Grantor	IRONSIDES	United States of America	4617640
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Grantor	MUNKEFACE	United States of America	0517239
Grantor	PLASTIC DOT	United States of America	0793686
Grantor	SNUGTITE & Design SNUGTITE	United States of America	0542562
Grantor	THORNGARD	United States of America	0870533

Grantor	TIGER & Design 	United States of America	0565502
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Grantor	BOSS TECH	United States of America	4229060