

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM559692

<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>
Safe-Guard Products International, LLC		01/27/2020	Limited Liability Company: GEORGIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	KKR Loan Administration Services LLC		
<b>Street Address:</b>	9 West 57th Street		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10019		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 13</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5058216	PRECISION CARE	
<b>Registration Number:</b>	4977295	ONE COMPANY. ONE SOLUTION.	
<b>Registration Number:</b>	4977294	ONE COMPANY. ONE SOLUTION.	
<b>Registration Number:</b>	5011469	ONE COMPANY. ONE SOLUTION.	
<b>Registration Number:</b>	4461702	ULTIMATE VEHICLE PROTECTION	
<b>Registration Number:</b>	4461704	ULTIMATE VEHICLE PROTECTION PLUS	
<b>Registration Number:</b>	4005639	SAFE-GUARD PRODUCTS INTERNATIONAL, LLC	
<b>Registration Number:</b>	4005641	SAFE-GUARD PRODUCTS INTERNATIONAL, LLC	
<b>Registration Number:</b>	4005642	SAFE-GUARD PRODUCTS INTERNATIONAL, LLC	
<b>Registration Number:</b>	4099823	SAFE-DRIVE	
<b>Registration Number:</b>	3996246	SAFE-GUARD	
<b>Registration Number:</b>	3996247	SAFE-GUARD	
<b>Registration Number:</b>	3904179	SAFE-GUARD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7147558290		
<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>	714-540-1235		
<b>Email:</b>	ipdocket@lw.com		

TRADEMARK

**Correspondent Name:** Latham & Watkins LLP  
**Address Line 1:** 650 Town Center Drive, Suite 2000  
**Address Line 4:** Costa Mesa, CALIFORNIA 92626

**ATTORNEY DOCKET NUMBER:** 048498-0036

**NAME OF SUBMITTER:** Anna T Kwan

**SIGNATURE:** /atk/

**DATE SIGNED:** 01/30/2020

**Total Attachments: 5**

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GRANT OF  
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Agreement"), dated as of January 27, 2020, is made by Safe-Guard Products International, LLC, a Georgia limited liability company ("Grantor"), in favor of KKR Loan Administration Services LLC, as collateral agent (in such capacity, the "Agent") in connection with that certain Credit Agreement, dated as of January 27, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among S-G MERGER SUB CORPORATION, a Delaware corporation ("Merger Sub" or "Initial Borrower"), (which upon consummation of the Merger shall be merged with and into GUARD HOLDING CORP., a Delaware corporation (the "Company"), with the Company surviving the Merger and the concurrent Debt Pushdown as Holdings ("Holdings")), SG ACQUISITION, INC., a Delaware corporation (after giving effect to the Merger and the Debt Pushdown, the "Borrower"), the Lenders from time to time party thereto and the Agent.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make loans to the Borrower, the Swing Line Lender to make Swingline Loans and the Letter of Credit Issuers have agreed to issue Letters of Credit for the account of the Borrower and the Restricted Subsidiaries upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, each Grantor and any Subsidiaries of the Borrower or Holdings that become a party thereto, have executed and delivered a Security Agreement, dated as of January 27, 2020 in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor has granted to the Agent, for the benefit of the Secured Parties, a lien on and security interest in, all of its right, title and interest in, to and under certain Intellectual Property, including the Trademarks, that is not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lenders to make their respective loans to the Borrower, the Letter of Credit Issuers to issue their respective Letters of Credit and the Swingline Lender to extend Swingline Loans under the Credit Agreement and to induce one or more Cash Management Banks or Hedge Banks to enter into Secured Cash Management Agreements or Secured Hedge Agreements, respectively, with the Borrower, Grantor agrees, for the benefit of the Agent and the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

2. Grant of Security Interest. Grantor hereby grants a Lien on and Security Interest in all of Grantor's right, title and interest in, to and under the Trademarks that are not Excluded Property (including, without limitation, those items listed on Schedule A hereto), including the goodwill associated with such Trademarks and the right to receive all Proceeds therefrom (collectively, the "Collateral"), to the Agent for the benefit of the Secured Parties as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations; provided that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of Grantor's "intent to use" such trademarks or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed and accepted by the United States Patent and Trademark Office, whereupon such application

shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

3. Purpose. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The Security Interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the Security Interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern. In the event of any conflict between the terms of this Agreement and the terms of the Credit Agreement, the terms of the Credit Agreement shall govern.

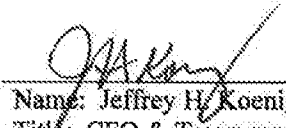
5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

6. Governing Law: This Agreement shall be governed by, and construed in accordance with, the law of the State of New York.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

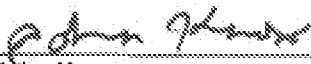
SAFE-GUARD PRODUCTS INTERNATIONAL,  
LLC, as the Grantor

By:

  
Name: Jeffrey H. Koenig  
Title: CFO & Treasurer

[Signature Page for Grant of Security Interest in Trademark Rights]

KKR LOAN ADMINISTRATION SERVICES LLC,  
as the Agent

By:   
Name: John Knox  
Title: Authorized Signatory

[Signature Page for Grant of Security Interest in Trademark Rights]

**TRADEMARK**  
**REEL: 006851 FRAME: 0074**

# SCHEDULE A

## U.S. Trademark Registrations and Applications

No.	Trademark	Owner Name	App. No.	App. Date	Reg. No.	Reg. Date
1.	PRECISION CARE	SAFE-GUARD PRODUCTS INTERNATIONAL LLC	86904396	11-FEB-2016	5058216	11-OCT-2016
2.	ONE COMPANY. ONE SOLUTION.	SAFE-GUARD PRODUCTS INTERNATIONAL, LLC	86791578	19-OCT-2015	4977295	14-JUN-2016
3.	ONE COMPANY. ONE SOLUTION.	SAFE-GUARD PRODUCTS INTERNATIONAL, LLC	86791569	19-OCT-2015	4977294	14-JUN-2016
4.	ONE COMPANY. ONE SOLUTION.	SAFE-GUARD PRODUCTS INTERNATIONAL, LLC	86791594	19-OCT-2015	5011469	02-AUG-2016
5.	ULTIMATE VEHICLE PROTECTION	SAFE-GUARD PRODUCTS INTERNATIONAL LLC	85924295	06-MAY-2013	4461702	07-JAN-2014
6.	ULTIMATE VEHICLE PROTECTION PLUS	SAFE-GUARD PRODUCTS INTERNATIONAL LLC	85924306	06-MAY-2013	4461704	07-JAN-2014
7.	SAFE-GUARD PRODUCTS INTERNATIONAL, LLC	SAFE-GUARD PRODUCTS INTERNATIONAL, LLC	85199605	16-DEC-2010	4005639	02-AUG-2011
8.	SAFE-GUARD PRODUCTS INTERNATIONAL, LLC	SAFE-GUARD PRODUCTS INTERNATIONAL, LLC	85199611	16-DEC-2010	4005641	02-AUG-2011
9.	SAFE-GUARD PRODUCTS INTERNATIONAL, LLC	SAFE-GUARD PRODUCTS INTERNATIONAL, LLC	85199612	16-DEC-2010	4005642	02-AUG-2011
10.	SAFE-DRIVE	SAFE-GUARD PRODUCTS INTERNATIONAL, LLC	85103852	10-AUG-2010	4099823	14-FEB-2012
11.	SAFE-GUARD	SAFE-GUARD PRODUCTS INTERNATIONAL, LLC	85050649	28-MAY-2010	3996246	19-JUL-2011
12.	SAFE-GUARD	SAFE-GUARD PRODUCTS INTERNATIONAL, LLC	85050652	28-MAY-2010	3996247	19-JUL-2011
13.	SAFE-GUARD	SAFE-GUARD PRODUCTS INTERNATIONAL, LLC	85050655	28-MAY-2010	3904179	11-JAN-2011