

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM560286

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TRISTAR INDEMNITY, LLC		01/31/2020	Limited Liability Company: OHIO
RECEIVING PARTY DATA			
Name:	CORTLAND CAPITAL MARKET SERVICES LLC		
Street Address:	225 W. Washington St., 9th Fl.		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	4422964	FREEDOM GUARD	
Registration Number:	4422963	FREEDOM GUARD	
Registration Number:	4433693	PROTECTING THOSE WHO PROTECT US	
Registration Number:	4433691	PROTECTING THOSE WHO PROTECT US	
Registration Number:	3905252	TRISTAR INDEMNITY	
Registration Number:	3936988	TRISTAR	
Registration Number:	4049191	TRISTAR	
Registration Number:	4055421	TRISTAR	
Registration Number:	4102000	TRISTAR POWERSPORT PROTECTION	
Registration Number:	4136981	TRISTAR POWERSPORT PROTECTION	
Registration Number:	4422965	FREEDOM GUARD	
Registration Number:	4433692	PROTECTING THOSE WHO PROTECT US	
CORRESPONDENCE DATA			
Fax Number:	6172459493		
<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>			
Phone:	6179517000		
Email:	Crena.Pacheco@ropesgray.com		
Correspondent Name:	ROPES & GRAY LLP		

CH \$315.00 4422964

TRADEMARK

Address Line 1: PRUDENTIAL TOWER
Address Line 2: 800 BOYLSTON STREET
Address Line 4: BOSTON, MASSACHUSETTS 02199-3600

ATTORNEY DOCKET NUMBER: 105088-0027-001

NAME OF SUBMITTER: Crena Pacheco

SIGNATURE: /Crena Pacheco/

DATE SIGNED: 02/04/2020

Total Attachments: 3

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GRANT OF A SECURITY INTEREST -- TRADEMARKS

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of January 31, 2020, by TRISTAR INDEMNITY, LLC, an Ohio limited liability company ("Grantor"), in favor of CORTLAND CAPITAL MARKET SERVICES LLC, in its capacity as Collateral Agent (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 an Amended and Restated Second Lien Security Agreement, dated April 28, 2017 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Agreement"), in favor of Grantee; and

WHEREAS, pursuant to the Agreement, the Grantor has granted to the Grantee, for its benefit and for the ratable benefit of the Noteholders, 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 Obligations.

NOW, THEREFORE, to secure the prompt payment to the Noteholders of the Liabilities, Grantor hereby pledges and grants to Grantee for its benefit and for the ratable benefit of each Noteholder, a continuing security interest in and to and Lien on the Collateral.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Agreement or as context may require, the Note Purchase Agreement (as defined in the Agreement), as applicable.

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 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.

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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.

TRISTAR INDEMNITY, LLC

By:  _____

Name: Rebecca Howard
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement (Hancock)]

TRADEMARK
REEL: 006855 FRAME: 0509

SCHEDULE A TO GRANT OF A SECURITY INTEREST

Trademark Registrations and Applications

Trademark	Application Number	Filing Date	Registration Number
FREEDOM GUARD	85737062	9/24/2012	4422964
FREEDOM GUARD	85737054	9/24/2012	4422963
PROTECTING THOSE WHO PROTECT US	85728714	9/13/2012	4433693
PROTECTING THOSE WHO PROTECT US	85728700	9/13/2012	4433691
TRISTAR INDEMNITY	77814878	8/28/2009	3905252
TRISTAR	85020248	4/22/2010	3936988
TRISTAR	85290300	4/8/2011	4049191
TRISTAR	85235829	2/7/2011	4055421
TRISTAR POWERSPORT PROTECTION	85355006	6/24/2011	4102000
TRISTAR POWERSPORT PROTECTION	85351615	6/21/2011	4136981
FREEDOM GUARD	85737080	9/24/2012	4422965
PROTECTING THOSE WHO PROTECT US	85728711	9/13/2012	4433692