

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM560370

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Grant of a Security Interest		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
TRISTAR INDEMNITY, LLC		01/31/2020	Limited Liability Company: OHIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The Huntington National Bank, as Collateral Agent		
<b>Street Address:</b>	222 North LaSalle Street		
<b>Internal Address:</b>	Suite 1200		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60601		
<b>Entity Type:</b>	Chartered Bank: OHIO		
<b>PROPERTY NUMBERS Total: 12</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4422964	FREEDOM GUARD	
<b>Registration Number:</b>	4422963	FREEDOM GUARD	
<b>Registration Number:</b>	4433693	PROTECTING THOSE WHO PROTECT US	
<b>Registration Number:</b>	4433691	PROTECTING THOSE WHO PROTECT US	
<b>Registration Number:</b>	3905252	TRISTAR INDEMNITY	
<b>Registration Number:</b>	3936988	TRISTAR	
<b>Registration Number:</b>	4049191	TRISTAR	
<b>Registration Number:</b>	4055421	TRISTAR	
<b>Registration Number:</b>	4102000	TRISTAR POWERSPORT PROTECTION	
<b>Registration Number:</b>	4136981	TRISTAR POWERSPORT PROTECTION	
<b>Registration Number:</b>	4422965	FREEDOM GUARD	
<b>Registration Number:</b>	4433692	PROTECTING THOSE WHO PROTECT US	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8009144240		
<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>	8007130755		
<b>Email:</b>	james.murray@wolterskluwer.com		
<b>TRADEMARK</b>			

OP \$315.00 4422964

**Correspondent Name:** CT Corporation  
**Address Line 1:** 4400 Easton Commons Way  
**Address Line 2:** Suite 125  
**Address Line 4:** Columbus, OHIO 43219

**NAME OF SUBMITTER:** Corenda R. Lewis

**SIGNATURE:** /Corenda R. Lewis/

**DATE SIGNED:** 02/04/2020

**Total Attachments: 4**

source=IP Filing#page1.tif

source=IP Filing#page2.tif

source=IP Filing#page3.tif

source=IP Filing#page4.tif

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

TRISTAR INDEMNITY, LLC

- Individual(s)
- Partnership
- Corporation- State: \_\_\_\_\_
- Other LLC

Citizenship (see guidelines) Ohio

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) January 31, 2020

- Assignment
- Security Agreement
- Other Grant of a Security Interest
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: The Huntington National Bank, as Collateral Agent

Street Address: 222 North LaSalle Street, Suite 1200

City: Chicago

State: Illinois

Country: USA Zip: 60601

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship \_\_\_\_\_
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other Chartered Bank Citizenship Ohio

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) Text

See Schedule A attached

B. Trademark Registration No.(s)

See Schedule A attached

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Corenda R. Lewis

Internal Address: Hahn & Hessen LLP

Street Address: 488 Madison Avenue, 14th Floor

City: New York

State: New York Zip: 10022

Phone Number: 212-478-7200

Docket Number: \_\_\_\_\_

Email Address: clewis2@hahnhausen.com

**6. Total number of applications and registrations involved:**

12

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ \_\_\_\_\_**

- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

Corenda R. Lewis  
Signature

February 4, 2020  
Date

Corenda R. Lewis

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 4

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

## 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 THE HUNTINGTON NATIONAL BANK, 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 a 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 Lenders, 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 and performance to the Lenders of the Obligations, Grantor hereby pledges and grants to Grantee for its benefit and for the ratable benefit of each Lender, 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 Credit Agreement (as defined therein), 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.

[Remainder of page intentionally left blank]

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]

**TRADEMARK**  
**REEL: 006855 FRAME: 0924**

SCHEDULE A TO GRANT OF A SECURITY INTEREST

Trademark Registrations and Applications

<b>Trademark</b>	<b>Application Number</b>	<b>Filing Date</b>	<b>Registration Number</b>
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