

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM562881

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SPARTAN FIRE, LLC		02/19/2020	Limited Liability Company: NEVADA
RECEIVING PARTY DATA			
Name:	Ally Bank, as Revolving Collateral Agent		
Street Address:	300 Park Avenue		
Internal Address:	4th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	STATE BANK: UTAH		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Serial Number:	87311473	SNORKEL	
Serial Number:	78252927	GLADIATOR	
Serial Number:	74284950	SPARTAN	
Serial Number:	85533569	TELSTAR	
Serial Number:	87311455	TELE SQURT	
Serial Number:	77541258	FIRST RESPONSE ALL CALLS	
Serial Number:	77180388	METRO STAR	
Serial Number:	86711796	SPARTAN MOTORS	
Serial Number:	88448768	ADVANCED PROTECTION SYSTEM	
Serial Number:	85494185	ADVANCED PROTECTION SYSTEM	
Serial Number:	86937481	SPARTAN FLEET VEHICLES	
Serial Number:	86711580	SPARTAN EMERGENCY RESPONSE VEHICLES	
Serial Number:	86711536	SPARTAN EMERGENCY RESPONSE	
Serial Number:	86711692	SPARTAN SPECIALTY VEHICLES	
Serial Number:	86711628	SPARTAN DELIVERY VEHICLES	
CORRESPONDENCE DATA			
Fax Number:	8009144240		

OP \$390.00 87311473

TRADEMARK

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.

Phone: 800-713-0755
Email: james.murray@wolterskluwer.com
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:	Leslie Kirsner
SIGNATURE:	/Leslie Kirsner/
DATE SIGNED:	02/20/2020

Total Attachments: 6

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GRANT OF SECURITY INTEREST IN TRADEMARKS

GRANT OF SECURITY INTEREST IN TRADEMARKS (this “Trademark Security Agreement”), dated as of February 19, 2020, by Spartan Fire, LLC (the “Grantor”), in favor of ALLY BANK, as Revolving Collateral Agent, for the benefit of the Revolving Secured Parties.

WITNESSETH:

WHEREAS, Grantor entered into that certain Pledge and Security Agreement, dated as of April 25, 2017, among GRANTOR, EACH OF THE OTHER GRANTORS FROM TIME TO TIME PARTY THERETO and ALLY BANK, as Revolving Collateral Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “Revolving Security Agreement”);

WHEREAS, Grantor is required to execute and deliver to the Revolving Collateral Agent this Trademark Security Agreement for the benefit of the Revolving Secured Parties.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Revolving Security Agreement.

2. GRANT OF SECURITY INTEREST. Grantor hereby grants to the Revolving Collateral Agent, for the benefit of the Revolving Secured Parties, a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under any Trademarks (collectively, the “Trademark Collateral”), along with all goodwill associated therewith, whether now owned or existing or hereafter acquired or arising and wherever located, including those Trademarks set forth in Schedule I, provided that no security interest therein is granted on any “intent to use” Trademark applications until such time as an amendment to allege use or statement of use in respect thereof has been accepted by the United States Patent and Trademark Office, at which time such Trademark shall cease to be excluded from the Trademark Collateral hereunder.

3. REVOLVING SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in furtherance, not in limitation, of the security interests granted to the Revolving Collateral Agent, for the benefit of the Revolving Secured Parties, pursuant to the Revolving Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Revolving Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Revolving 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 is deemed to conflict with the Revolving Security Agreement, the provisions of the Revolving Security Agreement shall control.

4. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

5. TERMINATION OR RELEASE. This Trademark Security Agreement shall terminate and the security interests granted hereby shall be automatically released in accordance with the provisions of Section 10 of the Revolving Security Agreement.


6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

7. INTERCREDITOR AGREEMENT. Notwithstanding anything to the contrary contained in this Trademark Security Agreement, the liens and security interests (and priority of such liens and security interests) granted to the Revolving Collateral Agent in any Trademark Collateral that constitutes Term Priority Collateral pursuant to this Trademark Security Agreement and the exercise of any right or remedy against the Term Priority Collateral by the Revolving Collateral Agent hereunder are subject to the limitations and provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

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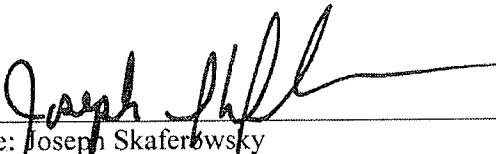
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

SPARTAN FIRE, LLC

By: 
Name: Dean J. Nolden
Title: Treasurer & Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

ALLY BANK, as Revolving Collateral Agent

By: 
Name: Joseph Skaferowski
Title: Authorized Signatory

SCHEDULE I

to

TRADEMARK SECURITY AGREEMENT

TRADEMARK APPLICATIONS, REGISTRATIONS AND LICENSES

Citation	Mark	Owner	International Class
FEDTM 87311473	SNORKEL	Spartan Fire, LLC	09 Electrical and scientific apparatus
FEDTM 78252927	GLADIATOR	Spartan Fire, LLC	09 Electrical and scientific apparatus
FEDTM 74284950	SPARTAN	Spartan Fire, LLC	12 Vehicles
FEDTM 85533569	TELSTAR	Spartan Fire, LLC	09 Electrical and scientific apparatus
FEDTM 87311455	TELE SQURT	Spartan Fire, LLC	09 Electrical and scientific apparatus
FEDTM 77541258	FIRST RESPONSE ALL CALLS	Spartan Fire, LLC	09 Electrical and scientific apparatus; 12 Vehicles
FEDTM 77180388	METRO STAR	Spartan Fire, LLC	09 Electrical and scientific apparatus
FEDTM 86711796	SPARTAN MOTORS	Spartan Fire, LLC	09 Electrical and scientific apparatus; 12 Vehicles
FEDTM 88448768	ADVANCED PROTECTION SYSTEM	Spartan Fire, LLC	12 Vehicles
FEDTM 85494185	ADVANCED PROTECTION SYSTEM	Spartan Fire, LLC	12 Vehicles
FEDTM 86937481	SPARTAN FLEET VEHICLES	Spartan Fire, LLC	12 Vehicles
FEDTM 86711580	SPARTAN EMERGENCY RESPONSE VEHICLES	Spartan Fire, LLC	09 Electrical and scientific apparatus
FEDTM 86711536	SPARTAN EMERGENCY RESPONSE	Spartan Fire, LLC	09 Electrical and scientific apparatus
FEDTM 86711692	SPARTAN SPECIALTY VEHICLES	Spartan Fire, LLC	12 Vehicles
FEDTM 86711628	SPARTAN DELIVERY VEHICLES	Spartan Fire, LLC	12 Vehicles

Schedule I