

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM562883

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

<b>NAME OF SUBMITTER:</b>	Leslie Kirsner
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<b>SIGNATURE:</b>	/Leslie Kirsner/
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<b>DATE SIGNED:</b>	02/20/2020
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**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 Term Collateral Agent, for the benefit of the Term 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 Term 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 “Term Security Agreement”);

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

2. GRANT OF SECURITY INTEREST. Grantor hereby grants to the Term Collateral Agent, for the benefit of the Term 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. TERM 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 Term Collateral Agent, for the benefit of the Term Loan Secured Parties, pursuant to the Term Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Term Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Term 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 Term Security Agreement, the provisions of the Term 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 Term Security Agreement.

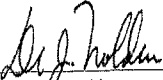
6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

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 Term Collateral Agent in any Trademark Collateral that constitutes Revolving Priority Collateral pursuant to this Trademark Security Agreement and the exercise of any right or remedy against the Revolving Priority Collateral by the Term 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.

[Remainder of page intentionally left blank]

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

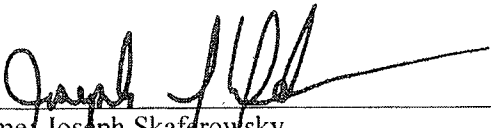
By:   
Name: Dean J. Nolden  
Title: Treasurer & Chief Financial Officer

Signature Page to Grant of Security Interest in Trademarks – Term

**TRADEMARK**  
**REEL: 006867 FRAME: 0765**

ACCEPTED AND ACKNOWLEDGED BY:

ALLY BANK, as Term Collateral Agent

By:   
Name: Joseph Skaferowsky  
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