

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM574536

<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>
Magpul Industries Corp.		05/01/2020	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Truist Bank, as Administrative Agent		
<b>Street Address:</b>	303 Peachtree Street, N.E.,		
<b>Internal Address:</b>	25th Floor		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30308		
<b>Entity Type:</b>	Corporation: NORTH CAROLINA		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5945846		
<b>Registration Number:</b>	5853387		
<b>Registration Number:</b>	5783740	PMAG D-50	
<b>Registration Number:</b>	5853511	DAKA	
<b>Registration Number:</b>	5853434	MAGPUL	
<b>Registration Number:</b>	5787868	AFG	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	4045723401		
<b>Email:</b>	ssheesley@kslaw.com		
<b>Correspondent Name:</b>	Steven Sheesley		
<b>Address Line 1:</b>	1180 Peachtree Street NE		
<b>Address Line 2:</b>	King & Spalding LLP		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30309		
<b>ATTORNEY DOCKET NUMBER:</b>	52990.015903		
<b>NAME OF SUBMITTER:</b>	Steven Sheesley		
<b>SIGNATURE:</b>	//Steven Sheesley//		

CH \$165.00 5945846

<b>DATE SIGNED:</b>	05/01/2020
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**Total Attachments: 6**

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- source=Project Atlas - Trademark Security Agreement [Executed]#page2.tif
- source=Project Atlas - Trademark Security Agreement [Executed]#page3.tif
- source=Project Atlas - Trademark Security Agreement [Executed]#page4.tif
- source=Project Atlas - Trademark Security Agreement [Executed]#page5.tif
- source=Project Atlas - Trademark Security Agreement [Executed]#page6.tif

**Trademark Security Agreement**

**THIS TRADEMARK SECURITY AGREEMENT**, dated as of May 1, 2020 (this “Security Agreement”), is made by MAGPUL INDUSTRIES CORP., a Delaware corporation (the “Grantor”), in favor of TRUIST BANK, as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Secured Parties (as defined in the Guaranty and Security Agreement referred to below).

**WHEREAS**, the Grantor, Albion Atlas Intermediate Holdings LLC, a Delaware limited liability company, whose obligations as a “Borrower” thereunder will be assigned to and assumed by the Grantor upon consummation of the Effective Date Acquisition (as defined in the Credit Agreement), the lenders from time to time parties thereto (the “Lenders”) and the Administrative Agent have entered into a Second Amended and Restated Revolving Credit and Term Loan Agreement, dated as of the date hereof (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the “Credit Agreement”);

**WHEREAS**, in connection with the Credit Agreement, the Grantor and certain of its Subsidiaries have entered into the Guaranty and Security Agreement, dated as of September 14, 2011 (as amended by that certain First Amendment to Guaranty and Security Agreement, dated as of October 22, 2015, and as the same may be further amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), in favor of the Administrative Agent for the benefit of the Secured Parties; and

**WHEREAS**, the Guaranty and Security Agreement requires the Grantor to execute and deliver this Security Agreement;

**NOW, THEREFORE**, in consideration of the premises and in order to ensure compliance with the Credit Agreement, the Grantor hereby agrees as follows:

**Section 1**      **Defined Terms.** Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

**Section 2**      **Grant of Security Interest in Trademark Collateral.** The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby pledges to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a security interest in, all of its right, title and interest in, to and under the following Collateral (the “Trademark Collateral”):

- (i) all of its Trademarks excluding any “intent to use” Trademark applications for which a statement of use has not been filed;
- (ii) all renewals and extensions of the foregoing;
- (iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (iv) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

**Section 3**     **Guaranty and Security Agreement.** The security interest granted pursuant to this Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement, and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict or inconsistency between this Security Agreement and the Guaranty and Security Agreement (or any portion hereof or thereof), the terms of the Guaranty and Security Agreement shall prevail.

**Section 4**     **Grantor Remains Liable.** The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Trademark Licenses subject to a security interest hereunder.

**Section 5**     **Counterparts.** This 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

**Section 6**     **Governing Law.** This Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, the 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.

**MAGPUL INDUSTRIES CORP.**

E-SIGNED by Mark Schneiderman  
on 2020-04-24 17:39:34 EST

By: \_\_\_\_\_

Name: Mark Schneiderman

Title: Secretary

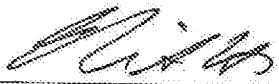
[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006928 FRAME: 0659**

Acknowledged and Agreed to as of the date hereof:

ADMINISTRATIVE AGENT:

TRUIST BANK

By:  \_\_\_\_\_

Name: Nicholas Hahn

Title: Managing Director

**Trademarks**

**I. REGISTERED TRADEMARKS**

See attached.

**II. TRADEMARK APPLICATIONS**

N/A.

U.S. TRADEMARKS

MARK	REGISTRATION NO.	REGISTRATION DATE
	5945846	12/24/2019
	5853387	09/03/2019
PMAG D-50	5783740	06/18/2019
DAKA	5853511	09/09/2019
MAGPUL	5853434	09/03/2019
AFG	5787868	06/25/2019