

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM576494

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GTM Phalanx, LLC		12/23/2019	Limited Liability Company: DELAWARE
GTM Phalanx Holdings, Inc.		12/23/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	MVC CAPITAL, INC., as Collateral Agent		
Street Address:	287 Bowman Avenue		
Internal Address:	2nd Floor		
City:	Purchase		
State/Country:	NEW YORK		
Postal Code:	10577		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4343390	DKX	
Registration Number:	5056569	TRUE MULTI-FIT HOLSTER	
Registration Number:	5104077	FRAME-LOCK SECURE FIT TECHNOLOGY	
Registration Number:	5090817	STEALTH OPERATOR	
CORRESPONDENCE DATA			
Fax Number:	2025339099		
<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:	202-467-8800		
Email:	jspiantanida@vorys.com		
Correspondent Name:	VORYS, SATER, SEYMOUR AND PEASE LLP		
Address Line 1:	P.O. BOX 2255 -- IPLAW@VORYS		
Address Line 2:	ATTN: LAURA T. GEYER		
Address Line 4:	COLUMBUS, OHIO 43216-2255		
ATTORNEY DOCKET NUMBER:	073074-12		
NAME OF SUBMITTER:	Julie S. Piantanida		
SIGNATURE:	/julie piantanida/		

CH \$115.00 4343390

DATE SIGNED:	05/14/2020
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Total Attachments: 7

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THIS AGREEMENT IS SUBJECT TO A SUBORDINATION AND INTERCREDITOR AGREEMENT DATED AS OF DECEMBER 7, 2018, MADE BY AND AMONG MVC CAPITAL, INC., AS SUBORDINATED AGENT, THE SUBORDINATED LENDERS PARTY THERETO, THE HUNTINGTON NATIONAL BANK, AS SENIOR AGENT, AND THE SENIOR LENDERS PARTY THERETO, AS AMENDED FROM TIME TO TIME.

AGREEMENT

(Trademark)

THIS AGREEMENT (TRADEMARK) (this “Agreement”), dated as of December 23, 2019 between the undersigned (individually each, a “Debtor” and collectively, the “Debtors”) and MVC CAPITAL, INC., a Delaware corporation, as collateral agent (in such capacity, and, together with any affiliate, successor, assignee or other person appointed pursuant to the Security Agreement (as defined below) as “Collateral Agent”, the “Collateral Agent”).

WITNESSETH

A. WHEREAS, pursuant to (i) the Senior Subordinated Credit Agreement, dated December 7, 2018, among GTM Intermediate Holdings, Inc., a Delaware corporation (“Intermediate Holdings”), Tactical Medical Solutions, LLC, a South Carolina limited liability company (“TacMed”), Griffin Logistics, LLC, a South Carolina limited liability company (“Griffin”), TraumaFX Solutions Inc., a Florida corporation (“TraumaFX”), GTM Ultimate Holdings, LLC, a Delaware limited liability company (“Holdings”), GTM Phalanx Holdings, Inc., a Delaware corporation (“Phalanx Holdings”), and GTM Phalanx, LLC, a Delaware limited liability company (“Phalanx”, and collectively with Intermediate Holdings, TacMed, Griffin, TraumaFX, Holdings and Phalanx Holdings, the “Borrowers” and each a “Borrower”), and MVC Capital, Inc., a Delaware corporation (“MVC”), as the “Lender” thereunder (as amended, supplemented, amended and restated or otherwise modified from time to time, the “MVC Credit Agreement”) and (ii) the Senior Subordinated Credit Agreement, dated December 7, 2018, among Borrowers and TTGA C-I MMF LP, a Delaware limited partnership (“TTGA”; and together with MVC, the “Lenders” and each, a “Lender”) as the “Lender” thereunder (as amended, supplemented, amended and restated or otherwise modified from time to time, the “TTGA C-I MMF Credit Agreement”; and, together with the MVC Credit Agreement, the “Credit Agreements” and each, a “Credit Agreement”), each Lender agreed, subject to the satisfaction of certain terms and conditions, to make the Loan (as defined in each of the Credit Agreements) to the Borrowers for the account of the Borrowers, as provided therein; and

B. WHEREAS, (i) MVC and the Borrowers have entered into the Second Amendment to Senior Subordinated Credit Agreement and Joinder Agreement dated as of even date herewith (the “MVC Second Amendment”), and (ii) TTGA and the Borrowers have entered into the Second Amendment to Senior Subordinated Credit Agreement and Joinder Agreement dated as of even date herewith (the “TTGA Second Amendment”; and, together with the MVC Second Amendment, the “Second Amendments”); and

C. WHEREAS, in connection with the Second Amendments, each Debtor has executed and delivered that certain Joinder Agreement, dated as of even date herewith, to the Secured Creditors to join the Security Agreement, dated as of December 7, 2018, by and among the Borrowers, Lenders and Collateral Agent (as heretofore amended and as further amended or otherwise modified from time to time, the "Security Agreement"); and

D. WHEREAS, as a condition precedent to the effectiveness of the Second Amendments, each Debtor is required to execute and deliver this Agreement and to further confirm the grant to the Collateral Agent, for the benefit of the Secured Creditors, a continuing security interest in, and Lien on, all of the Trademark Collateral (as defined below) to secure all Obligations (as defined in each of the Credit Agreements).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce each Lender to enter into the Second Amendments and the transactions contemplated thereby and in connection therewith, each Debtor agrees, for the benefit of the Collateral Agent, for the benefit of the Secured Creditors, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment and performance when due of all of the Obligations (as defined in each of the Credit Agreements), each Debtor does hereby mortgage, pledge and hypothecate to the Collateral Agent, for the benefit of the Secured Creditors, and grant to the Collateral Agent, for the benefit of the Secured Creditors, a security interest in, and Lien on, all of the following property of such Debtor (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:

(a) all license agreements with any other Person in connection with any of the Trademarks or such other Person's names or trademarks, whether such Debtor is a licensor or a licensee under any such license agreement, including, without limitation, the license agreements listed on Schedule 1.1 hereto and made a part hereof, subject, in each case, to the terms of such license agreements, and the right to prepare for sale, and to sell and advertise for sale, all inventory now or hereafter covered by such licenses;

(b) all trademarks, service marks, trade names, trade dress or other indicia of trade origin, trademark and service mark registrations, and applications for trademark or service mark registrations, and any renewals thereof, including, without limitation, each registration and application identified on Schedule 1.1 attached hereto and made a part hereof, and including without limitation (i) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all Trademark Licenses entered into in connection therewith, and damages and payments for past or future infringements thereof) and (iii) all rights corresponding thereto and all other rights of any kind whatsoever of such Debtor accruing thereunder or

pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin;

(c) all renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by each of the items described in, clauses (a), (b) and (c); and

(e) all proceeds of, and rights associated with, the foregoing, including any right to sue or claim by such Debtor against third parties for past, present, or future infringement or dilution of any Trademark, Trademark registration, or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Schedule 1.1 attached hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Debtors for the purpose of registering the security interest and Lien of the Collateral Agent, for the benefit of the Secured Creditors, in the Trademark Collateral with the United States Patent and Trademark Office. The security interest and Lien granted hereby have been granted as a supplement to, and not in limitation of, the security interest and Lien granted to the Collateral Agent, for the benefit of the Secured Creditors, under the Security Agreement as security for the discharge and performance of the Obligations (as defined in each of the Credit Agreements). The Security Agreement (and all rights and remedies of the Secured Creditors thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest and Lien. The Collateral Agent shall, upon the written request of the Debtors, execute and deliver to the Debtors a proper instrument or instruments acknowledging the release of the security interest and Lien established hereby on any Trademark Collateral: (a) if the sale or other disposition of such Trademark Collateral is permitted under the terms of the Credit Agreements and, at the time of such proposed release, both before and after giving effect thereto, no Default (as defined in each of the Credit Agreements) or Event of Default (as defined in each of the Credit Agreements) has occurred and is continuing, or (b) if the sale or other disposition of such Trademark Collateral is not permitted under the terms of the Credit Agreements, provided that the Lenders shall have consented to such sale or disposition in accordance with the terms thereof.

SECTION 5. Acknowledgment. Each Debtor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in, and Lien on, the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Documents, etc. This Agreement is a Loan Document (as defined in each of the Credit Agreements) executed pursuant to the Credit Agreements and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreements.


SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement once all of the parties hereto have executed this Agreement.

[Remainder of page intentionally left blank]


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written:

DEBTORS:

GTM PHALANX, LLC

By: 
Name: Peter Haabestad
Title: President

GTM PHALANX HOLDINGS, INC.

By: 
Name: Peter Haabestad
Title: President

COLLATERAL AGENT:

MVC CAPITAL, INC., as Collateral Agent

By: _____
Name: _____
Title: _____

COLLATERAL AGENT:

MVC CAPITAL, INC., as Collateral Agent

By: 
Name: _____
Title: _____

SCHEDULE 1.1

TRADEMARK COLLATERAL

Mark	App. No.	Reg. No.	Owner
DKX	85515781	4343390	GTM Phalanx, LLC
TRUE MULTI-FIT HOLSTER	87007954	5056569	GTM Phalanx, LLC
FRAME-LOCK SECURE FIT TECHNOLOGY	87008793	5104077	GTM Phalanx, LLC
STEALTH OPERATOR	87008854	5090817	GTM Phalanx, LLC