

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM584555

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Horsburgh & Scott Co.		07/02/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Great Rock Capital Partners Management, LLC		
Street Address:	285 Riverside Avenue		
City:	Westport		
State/Country:	CONNECTICUT		
Postal Code:	06880		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4376601	HORSBURGH & SCOTT	
Registration Number:	4715984	GEAR UP	
CORRESPONDENCE DATA			
Fax Number:	7146686355		
<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:	7146686255		
Email:	sunnyelee@paulhastings.com		
Correspondent Name:	Sunny E. Lee		
Address Line 1:	695 Town Center Drive, 17th Floor		
Address Line 2:	PAUL HASTINGS LLP		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	93810-27 Bell/Pesavento		
NAME OF SUBMITTER:	Sunny E. Lee		
SIGNATURE:	/s/ Sunny E. Lee		
DATE SIGNED:	07/02/2020		
Total Attachments: 5			
source=GR_H&S - Trademark Security Agreement (Fully Executed)(103673700_1)#page1.tif			
source=GR_H&S - Trademark Security Agreement (Fully Executed)(103673700_1)#page2.tif			
source=GR_H&S - Trademark Security Agreement (Fully Executed)(103673700_1)#page3.tif			

CH \$65.00 4376601

source=GR_H&S - Trademark Security Agreement (Fully Executed)(103673700_1)#page4.tif

source=GR_H&S - Trademark Security Agreement (Fully Executed)(103673700_1)#page5.tif

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of July 2, 2020, (this “**Agreement**”), among **The Horsburgh & Scott Co.**, a Delaware corporation (the “**Borrower**” or “**Grantor**”), any other Grantors from time to time party hereto and **Great Rock Capital Partners Management, LLC**, as administrative agent for the Lenders under the below defined Loan Agreement (in such capacity, together with its successors and assigns, if any, in such capacity, “**Agent**”).

Reference is made to that certain Loan and Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Loan Agreement”), by and among H&S Holdco, Inc., a Delaware corporation, BG HOLDINGS, INC., a Delaware corporation, PRES, Inc., a Delaware corporation, BG Parent Holdings, Inc., a Delaware corporation, Horsburgh & Scott-Canada Ltd., a New Brunswick corporation, and each other entity that becomes party thereto as a “Guarantor” in accordance with the terms and conditions thereof (each individually a “Guarantor” and collectively, jointly and severally, the “Guarantors”), Borrower and each other entity that becomes a party thereto as a “Borrower” in accordance with the terms and conditions thereof, the lenders from time to time party thereto (each of such lenders, together with its successors and permitted assigns, a “Lender” and collectively, the “Lenders”), and Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement.

Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Loan Agreement. The rules of construction specified in the Loan Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, Grantor, pursuant to the Loan Agreement, hereby grants to the Agent, its successors and assigns, for the benefit of the Lenders, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by Grantor or in which Grantor now has or at any time in the future may acquire any right, title or interest under the laws of the United States; (collectively, the “**Trademark Collateral**”):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, the goodwill of the business symbolized thereby or associated therewith, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I (the “**Trademarks**”); and

(b) all rights and privileges arising under applicable law with respect to such Grantor's use of any Trademarks;

(c) all extensions and renewals thereof and amendments thereto;

(d) all income, fees, royalties, damages and payments now and hereafter due and/or payable with respect to any of the foregoing, including damages, claims and payments for past, present or future infringements thereof;

(e) all rights corresponding thereto throughout the world; and

(f) all rights to sue for past, present and future infringements or dilutions thereof or other injuries thereto.

excluding, in each case of (a) through (f) any intent-to-use application trademark application prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable law.

SECTION 3. Purpose. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interests granted to the Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Agent pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the Trademark Collateral are more fully set forth in the Loan Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Loan Agreement, the terms of the Loan Agreement shall govern.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

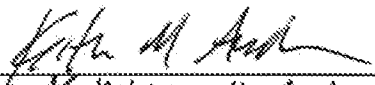
THE HORSBURGH & SCOTT CO.,
as Grantor

By: 

Name: Randy Burdick

Title: Chief Executive Officer

**GREAT ROCK CAPITAL PARTNERS
MANAGEMENT, LLC,**
as Agent

By: 
Name: Kathleen M. Auda
Title: Chief Risk Officer

Schedule I

Trademarks

Loan Party	Trademark Title	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
The Horsburgh & Scott Co.	"HORSBURGH & SCOTT"	N/A	4,376,601	February 22, 2013	July 30, 2013
The Horsburgh & Scott Co.	"Gear Up"	N/A	4,715,984	August 25, 2014	April 7, 2015