

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM604258

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Geroline Inc.		10/19/2020	Corporation: ONTARIO
RECEIVING PARTY DATA			
Name:	Golub Capital LLC, as Administrative Agent		
Street Address:	666 Fifth Avenue, 18th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10103		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5959263	GEROLINE	
Registration Number:	5958858	K1 SERIES	
Registration Number:	5958859	K1 SERIES MID-SOLE ICE CLEAT	
CORRESPONDENCE DATA			
Fax Number:	3129021061		
<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:	312.577.8034		
Email:	oscar.ruiz@katten.com		
Correspondent Name:	Oscar Ruiz c/o Katten Muchin Rosenman		
Address Line 1:	525 West Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	337968-00314		
NAME OF SUBMITTER:	Oscar Ruiz		
SIGNATURE:	/Oscar Ruiz/		
DATE SIGNED:	10/21/2020		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT (CANADA)

THIS TRADEMARK SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this "Agreement") is made as of October 19, 2020, by **GEROLINE INC.**, an Ontario corporation ("Grantor"), in favor of **GOLUB CAPITAL LLC**, in its capacity as Administrative Agent for the Lenders party to the Credit Agreement (defined below) (together with its successors and assigns in such capacity, "Grantee");

WITNESSETH:

WHEREAS, Grantee, the Lenders from time to time party thereto, Surewerx Intermediate Company, a Delaware Corporation, as a Guarantor, the other Guarantors party thereto, Surewerx USA Inc., an Illinois corporation (the "US Borrower"), Jet Equipment & Tools Ltd., a federal Canadian corporation ("JET", and together with the US Borrower, the "Borrower") are parties to that certain Credit and Guaranty Agreement, dated November 1, 2018 (as amended by the First Amendment to Credit and Guaranty Agreement, dated as of December 19, 2018, the Second Amendment to Credit and Guaranty Agreement, dated as of February 28, 2019, the Third Amendment to Credit and Guaranty Agreement, dated as of November 1, 2019, and the Fourth Amendment dated as of October 16, 2020, as may be further amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), providing for extensions of credit to be made to the Borrower by the Lenders (capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings ascribed to such terms in the Credit Agreement or, if not defined in the Credit Agreement, then as defined in the Security Agreement (as defined below)); and

WHEREAS, pursuant to the terms of that certain Security and Pledge Agreement (Canada) dated as of November 1, 2018 (as amended by the Security Agreement Supplement No. 1 dated as of the date hereof, as may be further amended, restated, supplemented or otherwise modified from time to time the "Security Agreement"), by and among Grantor, Grantee, and the other Persons party thereto as "Grantors" thereunder, Grantor has granted to Grantee, for the benefit of itself and the Lenders, a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned or existing and hereafter acquired Trademarks, Trademark registrations and Trademark applications (excluding any "intent to use" Trademark applications under United States law for which a statement of use or amendment to allege use has not been filed with the U.S. Patent and Trademark Office (but only until such statement or amendment is accepted by the U.S. Patent and Trademark Office)), and all proceeds thereof, to secure the payment of the Obligations.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee, to secure the payment of the Obligations, a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) each Trademark registration and Trademark application owned by Grantor, including, without limitation, the Trademark registrations and Trademark applications referred to in **Schedule 1** annexed hereto;
- (2) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement, misappropriation, dilution, violation or impairment of any Trademark registration owned by Grantor including, without limitation, the Trademark registrations referred to in **Schedule 1** annexed hereto and the Trademark registrations issued with respect to the Trademark applications referred to in **Schedule 1** annexed hereto.

The security interests granted hereunder are granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the 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 between any provision of this Agreement and the Security Agreement, the Security Agreement shall govern.

This Agreement constitutes a Financing Document. 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. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

(Signature Pages Follow)

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the day and year first hereinabove set forth.

GEROLINE INC.


By: Constantine P. Elefter

Name: Constantine Elefter

Title: Vice President and Secretary

Agreed and Accepted:

GOLUB CAPITAL LLC,
as Administrative Agent

By: 

Name: Marc C. Robinson

Title: Managing Director

Schedule 1

Trademark Applications

MARK	SERIAL NO.	FILING DATE	REG. NO	REG. DATE	COUNTRY	OWNER
THE GRIP THAT CHANGED THE GAME	2040811	7/20/2020	N/A		Canada	Geroline Inc.

Trademark Registrations

MARK	SERIAL NO.	FILING DATE	REG. NO	REG. DATE	COUNTRY	OWNER
GEROLINE	88421320	5/8/2019	5959263	1/14/2020	United States	Geroline Inc.
K1 SERIES	88226875	12/12/2018	5958858	1/14/2020	United States	Geroline Inc.
K1 SERIES MID-SOLE ICE CLEAT	88226879	12/12/2018	5958859	1/14/2020	United States	Geroline Inc.
GEROLINE	1929369	11/8/2018	N/A	3/15/2019	Canada	Geroline Inc.
K1 SERIES	1929373	11/8/2018	N/A	3/15/2019	Canada	Geroline Inc.
K1 SERIES MID-SOLE ICE CLEAT	1929370	11/8/2018	N/A	3/15/2019	Canada	Geroline Inc.
GEROLINE	018061769	8/5/2019	N/A	9/10/2019	European Union	Geroline Inc.
K1 SERIES	018061772	8/5/2019	N/A	9/10/2019	European Union	Geroline Inc.
K1 SERIES MID-SOLE ICE CLEAT	018061773	8/5/2019	N/A	9/10/2019	European Union	Geroline Inc.