

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM605198

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Handgards, LLC	FORMERLY Handgards, Inc.	10/14/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Alter Domus (US) LLC, as Agent		
Street Address:	225 W. Washington Street, 9th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 25			
Property Type	Number	Word Mark	
Registration Number:	4093492	ASK ANA	
Registration Number:	4977306	BASICGARDS	
Registration Number:	5729714	BASICX	
Registration Number:	1206223		
Registration Number:	3353700		
Registration Number:	3407296	DONTHEGLOVE	
Registration Number:	1622624	FOOTGARDS	
Registration Number:	3901556	GARDS	
Registration Number:	5531567	GRIPGARDS	
Registration Number:	1615806	HANDGARDS	
Registration Number:	1950543	HANDGARDS	
Registration Number:	2079705	HANDGARDS	
Registration Number:	2029775	HANDGARDS	
Registration Number:	2652272	NATURAL FIT	
Registration Number:	2008907	NEATGARDS	
Registration Number:	2900297	PAN HANDLERS	
Registration Number:	3838513	PLANETGARDS	
Registration Number:	2881957	QUICKSERVE	
Registration Number:	5822722	SOFTFIT	
TRADEMARK			

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Property Type	Number	Word Mark
Registration Number:	1984192	TUFF GARDS
Registration Number:	1177333	TUFFGARDS
Registration Number:	3315570	TUFFY
Registration Number:	2007270	VALU GARDS
Registration Number:	2109392	ZIP GARDS
Serial Number:	88895574	SAFE GARDS

CORRESPONDENCE DATA

Fax Number: 6175269899
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: 6175269628
Email: cslattery@proskauer.com
Correspondent Name: Christine Slattery
Address Line 1: Proskauer Rose LLP
Address Line 2: One International Place, 23rd Floor
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	60048 / 010
NAME OF SUBMITTER:	Christine Slattery
SIGNATURE:	/Christine Slattery/
DATE SIGNED:	10/27/2020

Total Attachments: 7
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The liens and security interests securing the indebtedness and other obligations incurred or arising under or evidenced by this instrument and the rights and obligations evidenced hereby with respect to such liens and security interests are subject to the provisions of that certain Intercreditor Agreement (as the same may be amended or otherwise modified from time to time pursuant to the terms thereof, referred to in this paragraph as the “ABL Intercreditor Agreement”, dated as of October 14, 2020 among, BMO Harris Bank N.A., in its capacity as the ABL Agent (including its successors and assigns from time to time), Churchill Agency Services LLC, in its capacity as the First Lien Agent (including its successors and assigns from time to time), Alter Domus (US) LLC, in its capacity as the Second Lien Agent (including its successors and assigns from time to time) and certain other persons which may be or become parties thereto or become bound thereto from time to time. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control, and each party to hereto hereby acknowledges that it is bound by the provisions of the Intercreditor Agreement.

Anything herein to the contrary notwithstanding, the liens and security interests granted to the Agent pursuant to or in connection with this Agreement, the terms of this Agreement, and the exercise of any right or remedy with respect hereto, are subject to the provisions of the Intercreditor Agreement dated as of October 14, 2020 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “Term Intercreditor Agreement”), by and between Churchill Agency Services LLC, as First Lien Agent, and Alter Domus (US) LLC, as Second Lien Agent. In the event of any conflict between the terms of the Term Intercreditor Agreement and this Agreement, the terms of the Term Intercreditor Agreement shall govern and control.

SECOND LIEN TRADEMARK SECURITY AGREEMENT

THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of October 14, 2020, is made by Handgards, LLC, a Delaware limited liability company, formerly Handgards, Inc. (the “Grantor”), in favor of Alter Domus (US) LLC, a Delaware limited liability company (“Alter Domus”), as administrative agent (in such capacity, together with its successors and permitted assigns, “Agent”) for the Lenders (as defined in the Credit Agreement referred to below) and the other Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to the Second Lien Credit Agreement, dated as of October 14, 2020 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among HG Intermediate, LLC, a Delaware limited liability company, the other Borrowers from time to time party thereto, the other Credit Parties from time to time party thereto, the Lenders from time to time party thereto and Alter Domus, as Agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Second Lien Guaranty and Security Agreement dated as of October 14, 2020 in favor of the Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guaranty the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Second Lien Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, the Grantor hereby agrees with Agent as follows:

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

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 grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, 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.

Notwithstanding anything to the contrary, in no event shall the Trademark Collateral include any Excluded Property and no security interest is granted in any Excluded Property.

Guaranty and Security Agreement. The security interest granted pursuant to this Second Lien Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the 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.

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 each case, as determined in the Grantor's reasonable business judgment, in connection with their Trademarks subject to a security interest hereunder.

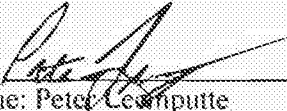
Counterparts. This Second Lien Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Governing Law. The laws of the State of New York shall govern all matters arising out of, in connection with or relating to this Second Lien Trademark Security Agreement, including its validity, interpretation, construction, performance and enforcement (including any claims sounding in contract or tort law arising out of the subject matter hereof and any determinations with respect to post-judgment interest).

[SIGNATURE PAGES FOLLOW]


IN WITNESS WHEREOF, the Grantor has caused this Second Lien Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

HANDGARDS, LLC, formerly HANDGARDS, INC.,
as Grantor

By: 
Name: Peter Ceamputte
Title: Treasurer

ACCEPTED AND AGREED
as of the date first above written:

ALTER DOMUS (US) LLC, as Agent


By: 
Name: Winnalynn N. Kantaris
Title: Associate General Counsel

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Trademark	Country	Application Number	Registration Number	Registration Date	Status	Registrant
ASK ANA	U.S. Federal	85330975	4093492	1/31/2012	Registered	Handgards, Inc.
BASICGARDS	U.S. Federal	86792211	4977306	6/14/2016	Registered	Handgards, Inc.
BASICX	U.S. Federal	87913571	5729714	4/16/2019	Registered	Handgards, Inc.
Design Only 	U.S. Federal	73324623	1206223	8/24/1982	Renewed (Registered)	Handgards, Inc.
Design Only 	U.S. Federal	78735606	3353700	12/11/2007	Renewed (Registered)	Handgards, Inc.
DONTHEGLOVE	U.S. Federal	78953682	3407296	4/1/2008	Renewed (Registered)	Handgards, Inc.
FOOTGARDS	U.S. Federal	73815994	1622624	11/13/1990	Renewed (Registered)	Handgards, Inc.
GARDS	U.S. Federal	77816804	3901556	1/4/2011	Renewed (Registered)	Handgards, Inc.
GRIPGARDS	U.S. Federal	87511570	5531567	7/31/2018	Registered	Handgards, Inc.
HANDGARDS	U.S. Federal	73816012	1615806	10/2/1990	Renewed (Registered)	Handgards, Inc.
HANDGARDS	U.S. Federal	74565648	1950543	1/23/1996	Renewed (Registered)	Handgards, Inc.
HANDGARDS	U.S. Federal	74638582	2079705	7/15/1997	Renewed (Registered)	Handgards, Inc.
HANDGARDS	U.S. Federal	74713973	2029775	1/14/1997	Renewed (Registered)	Handgards, Inc.
NATURAL FIT	U.S. Federal	75819763	2652272	11/19/2002	Renewed (Registered)	Handgards, Inc.
NEATGARDS	U.S. Federal	74543570	2008907	10/15/1996	Renewed (Registered)	Handgards, Inc.
PAN HANDLERS	U.S. Federal	76436828	2900297	11/2/2004	Renewed (Registered)	Handgards, Inc.
PLANETGARDS	U.S. Federal	77594081	3838513	8/24/2010	Registered	Handgards, Inc.
QUICKSERVE	U.S. Federal	75819762	2881957	9/7/2004	Renewed (Registered)	Handgards, Inc.

Trademark	Country	Application Number	Registration Number	Registration Date	Status	Registrant
SOFTFIT	U.S. Federal	87870589	5822722	7/30/2019	Registered	Handgards, Inc.
TUFF GARDS	U.S. Federal	74708564	1984192	7/2/1996	Renewed (Registered)	Handgards, Inc.
TUFFGARDS	U.S. Federal	73271058	1177333	11/10/1981	Renewed (Registered)	Handgards, Inc.
TUFFY 	U.S. Federal	77021869	3315570	10/23/2007	Renewed (Registered)	Handgards, Inc.
VALU GARDS	U.S. Federal	75975162	2007270	10/8/1996	Renewed (Registered)	Handgards, Inc.
ZIP GARDS	U.S. Federal	74562771	2109392	10/28/1997	Renewed (Registered)	Handgards, Inc.
GRIP GARDS	Mexico	2146800	2008012	6/7/2019	Registered	Handgards, Inc.
HANDGARDS	Mexico	2146731	1979699	3/15/2019	Registered	Handgards, Inc.
NEATGARDS	Mexico	2146790	1979715	3/15/2019	Registered	Handgards, Inc.
PANHANDLERS	Mexico	2146771	1979710	3/15/2019	Registered	Handgards, Inc.
TUFFGARDS	Mexico	2146753	1979703	3/15/2019	Registered	Handgards, Inc.
VALU GARDS	Mexico	2186938	2032924	8/26/2019	Registered	Handgards, Inc.
VALU GARDS	Mexico	2186939	2032925	8/26/2019	Registered	Handgards, Inc.
ZIP GARDS	Mexico	2146764	1979707	3/15/2019	Registered	Handgards, Inc.
VALU GARDS	International Register Colombia Mexico		1457940	12/10/2018	Registered	Handgards, Inc.
VALU GARDS	Colombia	SD20190026 854	644321	2/12/2020	Registered	Handgards, Inc.
HANDGARDS	China	1443539	1443539	9/14/2000	Registered	Handgards, Inc.
HANDGARDS	China	1485592	1485592	12/7/2000	Registered	Handgards, Inc.
HANDGARDS	China	1520552	1520552	2/14/2001	Registered	Handgards, Inc.
TUFF GARDS	China	1443537	1443537	9/14/2000	Registered	Handgards, Inc.

2. TRADEMARK APPLICATIONS

Trademark	Country	Application Number	Registration Number	Registration Date	Status	Registrant
SAFE GARDS	U.S. Federal	88895574		4/30/2020	Pending	Handgards, Inc.
HANDGARDS	Mexico	2146696	—	—	Pending	Handgards, Inc.
HANDGARDS	Mexico	2146721	—	—	Pending	Handgards, Inc.

Trademark	Country	Application Number	Registration Number	Registration Date	Status	Registrant
HANDGARDS	Mexico	2146738	—	—	Pending	Handgards, Inc.
HANDGARDS	Mexico	2146742	—	—	Pending	Handgards, Inc.
SOFT FIT	Mexico	2146808	1981749	3/22/2019	Pending	Handgards, Inc.