

TRADEMARK ASSIGNMENT COVER SHEET

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Stylesheet Version v1.2

ETAS ID: TM609233

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900573016

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Brady Industries of California, LLC	FORMERLY Brady Industries of California, Inc.	10/01/2020	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Ares Capital Corporation, as Administrative Agent
Street Address:	245 Park Avenue, 44th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10167
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	2885202	CHORD RIGHT
Registration Number:	6002073	MISSION: EARTH
Registration Number:	6006706	MISSION: EARTH
Registration Number:	6006707	
Registration Number:	6002076	MISSION
Registration Number:	5474862	MISSION
Registration Number:	5474871	EMERALD OASIS
Registration Number:	5474874	
Registration Number:	5123414	EMERALD OASIS
Registration Number:	4090637	MISSION: EARTH
Registration Number:	3775867	MISSION: EARTH
Registration Number:	4105891	MISSION: EARTH
Registration Number:	3611421	MISSION: EARTH
Serial Number:	88571133	YOU'VE GOT THE SURFACE, WE'VE GOT THE SO

CORRESPONDENCE DATA

Fax Number: 3125774565

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 312-577-8265
Email: kristin.brozovic@katten.com
Correspondent Name: Kristin Brozovic c/o Katten
Address Line 1: 525 W Monroe St
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	337285-117
NAME OF SUBMITTER:	Kristin Brozovic
SIGNATURE:	/Kristin Brozovic/
DATE SIGNED:	11/17/2020

Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement is made as of October 1, 2020, by and between Brady Industries of California, LLC, a Delaware limited liability company (f/k/a Brady Industries of California, Inc.) (“Grantor”), and ARES CAPITAL CORPORATION, in its capacity as Administrative Agent for itself and the other Lender Parties (together with its successors and assigns in such capacity, “Grantee”). All capitalized terms used but not otherwise defined herein have the meanings given to them in the Pledge and Security Agreement (defined below).

WHEREAS, Grantor, other grantors set forth therein and Grantee have entered into a Pledge and Security Agreement, dated October 1, 2018 (as amended, restated, supplemented, or otherwise modified from time to time, the “Pledge and Security Agreement”), pursuant to which Grantor has granted Grantee a security interest in the Collateral for the benefit of the Lender Parties; and

WHEREAS, Grantor is the owner of the trademark registrations and applications for trademark registrations listed on the attached Schedule A (the “Trademarks”); and

WHEREAS, Grantor and Grantee wish to enter this Trademark Security Agreement in conjunction with the security interest in the Collateral granted by Grantor to Grantee for the benefit of the Lender Parties under the Pledge and Security Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agree that:

1. Grantor hereby pledges and grants to Grantee for the benefit of the Lender Parties a continuing security interest in all of Grantor’s right, title and interest in and to the Trademarks solely for the purpose of securing Grantor’s payment, performance and observance of the Secured Obligations pursuant to and under the Pledge and Security Agreement. Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder on or in any “intent to use” application for trademark registration for which a Statement of Use or Amendment to Allege Use, as applicable, has not been filed and accepted.
2. Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral (including the Trademarks) are more fully set forth in the Pledge and Security 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 Trademark Security Agreement and the Pledge and Security Agreement, the terms of the Pledge and Security Agreement shall control.
3. Upon the Payment in Full of the Obligations, Grantee shall promptly execute, acknowledge and deliver to Grantor an instrument in writing in recordable form and reasonably acceptable to Grantor releasing the security interest in the Trademarks granted under this Trademark Security Agreement.

4. This Trademark Security Agreement may be executed in any number of counterparts and by different parties hereto 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. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

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IN WITNESS WHEREOF, Grantor and Grantee have caused this Trademark Security Agreement to be duly executed by their respective officers thereunto duly authorized as of the date first set forth above.

BRADY INDUSTRIES OF CALIFORNIA, LLC

By: 

Name: Joshua Dobbins

Title: Chief Financial Officer and Secretary

SCHEDULE A TO GRANT OF A SECURITY INTEREST

Trademark Registrations and Applications

Name of Owner	Trademark	Reg. #	Reg. Date	App. #	App. Date	Status
The Carson Company	CHORD RIGHT	2885202	9/14/04	78210754	2/4/03	Renewed (Registered)
	MISSION: EARTH	6002073	3/3/20	88571072	8/8/19	Registered
	MISSION:EARTH	6006706	3/10/20	88571090	8/8/19	Registered
	Design Only	6006707	3/10/20	88571100	8/8/19	Registered
	MISSION	6002076	3/3/20	88571114	8/8/19	Registered
	YOU'VE GOT THE SURFACE, WE'VE GOT THE SOLUTION	N/A	N/A	88571133	8/8/19	Pending
	MISSION	5474862	5/22/18	87646996	10/16/17	Registered
	EMERALD OASIS	5474871	5/22/18	87647255	10/16/17	Registered
	Design Only	5474874	5/22/18	87647300	10/16/17	Registered
	EMERALD OASIS	5123414	1/17/17	87058226	6/2/16	Registered
	MISSION: EARTH	4090637	1/24/12	85345909	6/14/11	Registered
	MISSION: EARTH	3775867	4/13/10	77640950	12/29/08	Renewed (Registered)
	MISSION: EARTH	4105891	2/28/12	77637100	12/19/08	Registered
	MISSION: EARTH	3611421	4/28/09	77484458	5/27/08	Renewed (Registered)