

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM608967

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PROTECTIVE INDUSTRIAL PRODUCTS, INC.		11/16/2020	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	CITIZENS BANK, N.A., AS AGENT		
Street Address:	28 State Street		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02109		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	5035876	CAIMAN	
Registration Number:	3511569	HEATRAC	
Registration Number:	5030727	BOARHIDE	
Registration Number:	3588349		
Registration Number:	3713464	REVOLUTION	
Registration Number:	3210782	CAIMAN	
Registration Number:	3612061	REVOLUTION	
CORRESPONDENCE DATA			
Fax Number:	7045032622		
<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:	7045032600		
Email:	msheehan@kslaw.com		
Correspondent Name:	King & Spalding LLP		
Address Line 1:	300 S. Tryon St., Ste 1700		
Address Line 2:	Attn: Moira Sheehan		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	18876.015321 FIRST LIEN		
NAME OF SUBMITTER:	Moira Sheehan		

OP \$190.00 5035876

SIGNATURE:	/Maira Sheehan/
DATE SIGNED:	11/16/2020
Total Attachments: 5 source=PIP - First Lien Trademark Security Agreement (Primax 2020) [EXECUTED]#page1.tif source=PIP - First Lien Trademark Security Agreement (Primax 2020) [EXECUTED]#page2.tif source=PIP - First Lien Trademark Security Agreement (Primax 2020) [EXECUTED]#page3.tif source=PIP - First Lien Trademark Security Agreement (Primax 2020) [EXECUTED]#page4.tif source=PIP - First Lien Trademark Security Agreement (Primax 2020) [EXECUTED]#page5.tif	

FIRST LIEN TRADEMARK SECURITY AGREEMENT

This First Lien Trademark Security Agreement, dated as of November 16, 2020 (this “**Trademark Security Agreement**”), is made by the Domestic Loan Parties signatory hereto (the “**Grantor**”) in favor of Citizens Bank, N.A., in its capacity as agent (in such capacity, the “**Agent**”) pursuant to that certain First Lien Credit Agreement, dated as of January 31, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among PIP Buyer, Inc., a Delaware corporation, the Lenders party thereto from time to time and the Agent.

WITNESSETH:

WHEREAS, the Grantor is party to a Guarantee and Collateral Agreement, dated as of January 31, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Guarantee and Collateral Agreement**”), by and among the Grantor, the other Domestic Loan Parties party thereto and Agent, pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Guarantee and Collateral Agreement or Credit Agreement and used herein shall have the respective meanings given to them in the Guarantee and Collateral Agreement or the Credit Agreement, as the context shall require.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Property) of such Grantor: the Trademark registrations and applications for Trademarks listed on Schedule I attached hereto, together with all goodwill and general intangibles of such Grantor relating thereto or represented thereby and all proceeds of the foregoing.

SECTION 3. The Guarantee and Collateral Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guarantee and Collateral Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms of which are incorporated herein by reference. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

SECTION 4. Termination. Upon the termination of the Guarantee and Collateral Agreement in accordance with Section 8.17 thereof, the Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Trademark Security Agreement. Receipt by facsimile or other electronic method of any executed signature page to this Trademark Security Agreement or any other Loan Document shall constitute effective delivery of such signature page. This Trademark Security Agreement to the extent signed and delivered by means of a facsimile machine or other electronic transmission (including “pdf”) shall be treated in all manner and respects and for all purposes as an original agreement or amendment and shall be considered to have the same binding legal effect as if it were the original signed version thereof

delivered in person. No party hereto shall raise the use of a facsimile machine or other electronic transmission to deliver a signature or the fact that any signature or agreement or amendment was transmitted or communicated through the use of a facsimile machine or other electronic transmission as a defense to the formation or enforceability of a contract and each such party forever waives any such defense.


SECTION 6. Governing Law. The terms of Sections 10.16, 10.17 and 10.18 of the Credit Agreement with respect to governing law, consent to jurisdiction, forum selection and waiver of jury trial are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

[Signature pages follow]

IN WITNESS WHEREOF, the Grantor has duly executed this Trademark Security Agreement as of the date first written above.

GRANTOR:

~~PROTECTIVE INDUSTRIAL PRODUCTS, INC.~~

By:  _____

Name: Joseph Milot, Jr.

Title: President

[Signature Page to First Lien Trademark Security Agreement]

TRADEMARK
REEL: 007107 FRAME: 0256








AGREED AND ACCEPTED
as of the date first written above:

CITIZENS BANK, N.A.,
as Agent

By: 
Name: Jacqueline VanDeventer
Title: Managing Director

SCHEDULE I

TRADEMARK REGISTRATIONS AND APPLICATIONS FOR TRADEMARKS

<u>Owner</u>	<u>Trademark</u>	<u>Co.</u>	<u>Reg. No.</u>
Protective Industrial Products, Inc.		U.S.	5035876
Protective Industrial Products, Inc.		U.S.	3511569
Protective Industrial Products, Inc.		U.S.	5030727
Protective Industrial Products, Inc.		U.S.	3588349
Protective Industrial Products, Inc.		U.S.	3713464
Protective Industrial Products, Inc.		U.S.	3210782
Protective Industrial Products, Inc.		U.S.	3612061