

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM614741

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pacific Handy Cutter, Inc.		12/16/2020	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Barings Finance LLC		
Street Address:	300 South Tryon Street, Suite 2500		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28202		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Registration Number:	2670037		
Registration Number:	3139678	EZ3	
Registration Number:	1892800	HANDY SAFETY POINT	
Serial Number:	90048411	KLEEN	
Registration Number:	0716434	PACIFIC HANDY CUTTER	
Registration Number:	3984125	PHC	
Registration Number:	2462634	PHC BLADE BANK	
Registration Number:	1780781	QUICKBLADE	
Registration Number:	2765010	RAZE	
Registration Number:	3021572	RZ3.	
Registration Number:	3462802	S4	
Registration Number:	3462803	S5	
Registration Number:	3809394	S7	
Registration Number:	4841634	S8	
Registration Number:	2350876	SAFETY FIRST SYSTEM	
Serial Number:	90164745	SAFETY PRODUCTS HOLDINGS	
Registration Number:	1657180	STEEL-TRACK	
Registration Number:	3441193	T1	
Registration Number:	3994408	THE WORKER'S EDGE	

CH \$540.00 2670037

Property Type	Number	Word Mark
Registration Number:	3900450	WORKING SAFE EVERYDAY
Registration Number:	2365280	S3

CORRESPONDENCE DATA

Fax Number:

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: 4155911000
Email: trademarksSF@winston.com
Correspondent Name: Laura M. Franco
Address Line 1: 101 California Street
Address Line 4: San Francisco, CALIFORNIA 94111

NAME OF SUBMITTER:	Laura M. Franco
SIGNATURE:	/Laura M. Franco/
DATE SIGNED:	12/16/2020

Total Attachments: 12

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this “Agreement”), dated as of December 16, 2020, is made by Pacific Handy Cutter, Inc., a California corporation (“Grantor”), in favor of BARINGS FINANCE LLC, as Agent for the ratable benefit of the Lenders (in such capacity, together with its successors and assigns in such capacity, “Agent”).

Grantor has executed and delivered a Guarantee and Collateral Agreement, dated as of December 16, 2020, with and in favor of Agent for the ratable benefit of the Lenders (as amended, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”). Grantor has pledged and granted to Agent a continuing security interest in all Intellectual Property, including the Trademarks.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Grantor agrees, for the benefit of Agent, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement have the meanings provided or provided by reference in the Guarantee and Collateral Agreement or Credit Agreement referred to therein.

2. Grant of Security Interest. 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 such Grantor, hereby pledges and grants to Agent a continuing security interest in, all of the Grantor’s right, title and interest in, to and under the following Collateral of such 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 herein, the Trademark Collateral shall not include, and no security interest shall be deemed granted in, any “intent to use” Trademark application for which a statement of use has not been filed and accepted (but only until such statement is filed and accepted).

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 interest granted hereby has been granted to Agent in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof (which are incorporated by reference herein as if fully set forth herein). The Guarantee and Collateral Agreement (and all rights and remedies of Agent thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

5. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same original.

6. Governing Law. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

[signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

PACIFIC HANDY CUTTER, INC., as Grantor

By: 

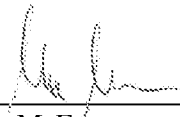
Name: Mark Marinovich

Title: Chief Executive Officer and President

[Signature Page to Trademark Security Agreement (Pacific Handy Cutter, Inc.)]

TRADEMARK
REEL: 007135 FRAME: 0952

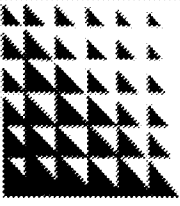
BARINGS FINANCE LLC,
as Agent

By:  _____


Name: Max McEwen

Title: Managing Director

SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT
Trademark Registrations and Applications

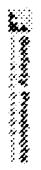
Record Owner	Trademark	Application No.	Registration No.	Application Date	Registration Date	Country
Pacific Handy Cutter, Inc. (California Corp.) 17819 Gillette Avenue Irvine California 92614		76235123	2670037	2001-04-04	2012-12-31	United States (Federal)
Pacific Handy Cutter, Inc. (California Corp.) 17819 Gillette Avenue Irvine California 92614	EZ3	76639009	3139678	2005-05-19	2006-09-05	United States (Federal)

Record Owner	Trademark	Application No.	Registration No.	Application Date	Registration Date	Country
Pacific Handy Cutter, Inc. (California Corp.) 17819 Gillette Avenue Irvine California 92614	HANDY SAFETY POINT	74543335	1892800	1994-06-28	1995-05-02	United States (Federal)
Pacific Handy Cutter, Incorporated (California Corp.) 17819 Gillette Avenue Irvine California 92614	KLEEN	90048411	2020-07-12	N/A	N/A	United States (Federal)
Pacific Handy Cutter (California Corp.) 17819 Gillette Avenue Irvine California 92614	PACIFIC HANDY CUTTER Disclaimer: The words "Handy Cutter" are disclaimed apart from the mark as a whole.	72100795	716434	1960-07-13	1961-06-06	United States (Federal)

Record Owner	Trademark	Application No.	Registration No.	Application Date	Registration Date	Country
Pacific Handy Cutter, Inc. (California Corp.) 17819 Gillette Avenue Irvine California 92614		85059836	3984125	2010-06-10	2011-06-28	United States (Federal)
Pacific Handy Cutter, Inc. (California Corp.) 17819 Gillette Avenue Irvine California 92614	PHC BLADE BANK Disclaimer: "BLADE"	75773752	2462634	1999-08-12	2001-06-19	United States (Federal)
Pacific Handy Cutter, Inc. (California Corp.) 17819 Gillette Avenue Irvine California 92614	QUICKBLADE	74169078	1780781	1991-05-22	1993-07-06	United States (Federal)

Record Owner	Trademark	Application No.	Registration No.	Application Date	Registration Date	Country
Pacific Handy Cutter, Inc. (California Corp.) 17819 Gillette Avenue Irvine California 92614	RAZE	76266246	2765010	2001-06-04	2003-09-16	United States (Federal)
Pacific Handy Cutter, Inc. (California Corp.) 17819 Gillette Avenue Irvine California 92614	RZ3.	76592781	3021572	2004-05-11	2005-11-29	United States (Federal)
Pacific Handy Cutter, Inc. (California Corp.) 17819 Gillette Avenue Irvine California 92614	S4	76649969	3462802	2005-11-08	2008-07-08	United States (Federal)

Record Owner	Trademark	Application No.	Registration No.	Application Date	Registration Date	Country
Pacific Handy Cutter, Inc. (California Corp.) 17819 Gillette Avenue Irvine California 92614	S5	76649970	3462803	2005-11-08	2018-07-08	United States (Federal)
Pacific Handy Cutter, Inc. (California Corp.) 17819 Gillette Avenue Irvine California 92614	S7	77749479	3809394	2009-06-01	2010-06-29	United States (Federal)
Pacific Handy Cutter, Inc. (California Corp.) 17819 Gillette Avenue Irvine California 92614	S8	85521792	4841634	2012-01-20	2015-10-27	United States (Federal)

Record Owner	Trademark	Application No.	Registration No.	Application Date	Registration Date	Country
Pacific Handy Cutter, Inc. (California Corp.) 17819 Gillette Avenue Irvine California 92614	SAFETY FIRST SYSTEM Disclaimer: "SAFETY" or "SYSTEM"	75546182	2350876	1998-08-31	2000-05-16	United States (Federal)
Pacific Handy Cutter, Inc. (California Corp.) 17819 Gillette Avenue Irvine California 92614		90164745	N/A	2020-09-08	N/A	United States (Federal)
Pacific Handy Cutter, Inc. (California Corp.) 17819 Gillette Avenue Irvine California 92614	STEEL-TRACK	74106517	1657180	1990-10-15	1991-09-17	United States (Federal)

Record Owner	Trademark	Application No.	Registration No.	Application Date	Registration Date	Country
Pacific Handy Cutter, Inc. (California Corp.) 17819 Gillette Avenue Irvine California 92614	T1	76646242	3441193	2005-09-06	2008-06-03	United States (Federal)
Pacific Handy Cutter, Inc. (California Corp.) 17819 Gillette Avenue Irvine California 92614	THE WORKER'S EDGE	77749484	3994408	2011-01-03	2011-07-12	United States (Federal)
Pacific Handy Cutter, Inc. (California Corp.) 17819 Gillette Avenue Irvine California 92614	WORKING SAFE EVERYDAY	85044245	3900450	2010-05-20	2011-01-04	United States (Federal)

Record Owner	Trademark	Application No.	Registration No.	Application Date	Registration Date	Country
Pacific Handy Cutter, Inc. (California Corp.) 17819 Gillette Avenue Irvine California 92614	S3 & Design	75576765	2365280	1998-10-22	2000-07-04	United States (Federal)