

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM615954

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MCCUE CORPORATION		12/21/2020	Corporation: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	MARANON CAPITAL, L.P., as Agent		
Street Address:	303 West Madison Street, Suite 2500		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	5898333	CRASHCORE	
Registration Number:	5723436	BUMPERSIGN	
Registration Number:	3177699	M	
Registration Number:	2760244	BEAN	
Registration Number:	3815231	FLEXCORE	
Registration Number:	3458950	STREAMLINE	
Registration Number:	2346930	MCCUE	
Registration Number:	2190363	CHILDZONE	
Registration Number:	1605286	CARTSTOP	
Registration Number:	1784736	CARTGUARD	
CORRESPONDENCE DATA			
Fax Number:	3128637806		
<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:	3128637198		
Email:	nancy.brougher@goldbergkohn.com		
Correspondent Name:	Nancy J. Brougher, Paralegal		
Address Line 1:	c/o Goldberg Kohn Ltd.		
Address Line 2:	55 East Monroe, Suite 3300		

OP \$265.00 5898333

Address Line 4:	Chicago, ILLINOIS 60603
ATTORNEY DOCKET NUMBER:	7793.022
NAME OF SUBMITTER:	Nancy Brougher
SIGNATURE:	/njb/
DATE SIGNED:	12/22/2020
Total Attachments: 6 source=McCue Trademark Security Agreement#page1.tif source=McCue Trademark Security Agreement#page2.tif source=McCue Trademark Security Agreement#page3.tif source=McCue Trademark Security Agreement#page4.tif source=McCue Trademark Security Agreement#page5.tif source=McCue Trademark Security Agreement#page6.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 21, 2020, is made by MCCUE CORPORATION, a Massachusetts corporation ("Grantor"), in favor of Maranon Capital, L.P., as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of December 21, 2020 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among MCQ PROTECTIVE SOLUTIONS INC., a Delaware corporation ("MCQ"), MCCUE BUSINESS TRUST, a Massachusetts business trust ("McCue Trust"), Grantor, BANNER STAKES LLC, a Delaware limited liability company ("Banner"; together with MCQ, McCue Trust, Grantor, and each other Persons who join the Credit Agreement as a "Borrower", each, a "Borrower" and individually and collectively, jointly and severally, the "Borrowers"), the other Loan Parties from time to time party thereto, the Lenders from time to time party thereto and the Agent, the Secured Parties have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant to a Security Agreement dated as of December 21, 2020 in favor of the Agent (and as the same may be amended, restated, supplemented and/or otherwise modified from time to time, the "Security Agreement") to pledge and grant to the Agent for the benefit of the Secured Parties a continuing security interest in all of Grantor's Intellectual Property, including, without limitation, the Trademark Collateral (as defined below), and the Security Agreement requires that Grantor execute and deliver this Trademark Security Agreement;

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

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Credit Agreement or Security Agreement, as applicable.

Section 2. Grant of Security Interest in Trademark Collateral. 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 Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and 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 Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to Grantor of any right under any 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.

Section 3. Security 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 Security Agreement and 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 Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. If Grantor shall obtain rights to any new Trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to the Agent with respect to any such new Trademarks or renewal or extension of any Trademark registration. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes the Agent unilaterally to modify this Trademark Security Agreement by amending Schedule 1 to include any such new Trademarks of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule 1 shall in any way affect, invalidate or detract from the Agent's continuing security interest in all Trademark Collateral, whether or not listed on Schedule 1.

Section 6. Counterparts. This 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. Receipt by telecopy or electronic mail of any executed signature page to this Security Agreement shall constitute effective delivery of such signature page. This Security Agreement to the extent signed and delivered by means of a facsimile machine or Electronic Transmission 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 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 Electronic Transmission as a defense to the formation or enforceability of a contract and each such party forever waives any such defense.

Section 7. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Illinois.

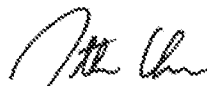
[SIGNATURE PAGES FOLLOW]

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

Very truly yours,

MCCUE CORPORATION,
as Grantor

By:



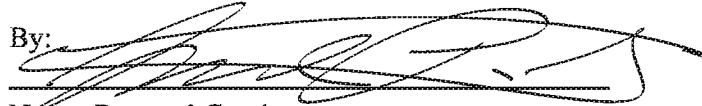
Name: Jonathan Chou
Title: Vice President

ACKNOWLEDGED AND AGREED

as of the date first above written:

MARANON CAPITAL, L.P., as Agent

By:


Name: Rommel Garcia

Title: Managing Director

SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

TRADEMARK	SERIAL NUMBER	REG. NUMBER	REG. DATE	OWNER
CRASHCORE	88036575	5898333	10/29/19	McCue Corporation
BUMPERSIGN	87782011	5723436	04/09/19	McCue Corporation
M	78320012	3177699	11/28/06	McCue Corporation
BEAN	78060474	2760244	09/02/03	McCue Corporation
FLEXCORE	77616524	3815231	07/06/10	McCue Corporation
STREAMLINE	77118711	3458950	07/01/08	McCue Corporation
MCCUE	75657013	2346930	05/02/00	McCue Corporation
CHILDZONE	75221145	2190363	09/22/98	McCue Corporation
CARTSTOP	74005790	1605286	07/10/90	McCue Corporation
CARTGUARD	74138092	1784736	07/27/93	McCue Corporation

2. TRADEMARK APPLICATIONS

None.