

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM630180

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Arbill Industries, Inc.		03/05/2021	Corporation: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association		
Street Address:	500 First Avenue		
Internal Address:	Commercial Loan Service Center/DCC		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 32			
Property Type	Number	Word Mark	
Registration Number:	2987409	ACUMEN	
Registration Number:	5548375	ARBILL	
Registration Number:	3293360	ARBILL	
Registration Number:	4727202	ASSAULT	
Registration Number:	2841763	ASURA	
Registration Number:	3102035	BEAR GRIP	
Serial Number:	90501678	COOLGRAY	
Serial Number:	90501510	ENSEMBLE	
Registration Number:	4723977	GEARHEAD	
Registration Number:	4723976	GLADIATOR	
Registration Number:	4844536	HEAT MISER	
Registration Number:	4723545	KANDO	
Registration Number:	4679160	KNITWIT	
Registration Number:	3247524	MISSION	
Registration Number:	4742223	PERCEPT	
Registration Number:	1902139	PERFORMANCE THUMB	
Registration Number:	4869141	PROTECTALLS	
Registration Number:	4742029	SAFELY LEADING THE WORLD AT WORK	

OP \$815.00 2987409

Property Type	Number	Word Mark
Registration Number:	3569159	SAFER EVERYDAY
Registration Number:	4746282	SAFETY BEYOND SUPPLIES
Serial Number:	90293814	SAFETY LIQUIDATORS
Registration Number:	4051623	SPARTAN
Registration Number:	4731657	TACTICIAN
Registration Number:	2492899	TAPTEX
Serial Number:	90341849	TOGETHER
Registration Number:	4872719	TOUGHSKIN
Registration Number:	4334635	TRUFIT
Registration Number:	2461927	TRULINE
Registration Number:	2702749	TRULINE
Registration Number:	4840280	UTILITY PLAYER
Registration Number:	4742028	VANTAGE
Registration Number:	5189830	VANTAGE PREDICTIVE ANALYTICS

CORRESPONDENCE DATA

Fax Number: 2158325619

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: 2155695619

Email: pecsenye@blankrome.com

Correspondent Name: Timothy D. Pecsénye (074658-01066 ND)

Address Line 1: One Logan Square

Address Line 2: 8th Floor

Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER: 074658-01066

NAME OF SUBMITTER: Timothy D. Pecsénye

SIGNATURE: /Timothy D. Pecsénye/

DATE SIGNED: 03/05/2021

Total Attachments: 5

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is made as of this 5th day of March, 2021, by ARBILL INDUSTRIES, INC., a Pennsylvania corporation ("Grantor"), in favor of PNC BANK, NATIONAL ASSOCIATION, in its capacity as agent for the Lenders defined below.

WHEREAS, pursuant to that certain Second Amended and Restated Revolving Credit, Term Loan and Security Agreement dated as of October 30, 2007 (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Credit Agreement") among Grantor, ARBILL REALTY, LP, a Pennsylvania limited partnership (together with Grantor and any other Person joined thereto from time to time as a borrower, collectively the "Borrowers"), the lenders from time to time party thereto (the "Lenders"), and PNC Bank, National Association, as agent for Lenders ("Agent"), the Lenders agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to the Credit Agreement, Grantor is required to execute and deliver to Agent, for the benefit of the Lenders, this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT AND REAFFIRMATION OF SECURITY INTEREST. To secure the payment and performance of the Obligations under the Loan Agreement, Grantor hereby grants to Agent for its benefit and the benefit of the Lenders, and hereby reaffirms its prior grant pursuant to the Loan Agreement of a continuing security interest in and Lien on all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "IP Collateral"), with power of sale to the extent permitted by law:

(a) all of Grantor's copyrights and copyright applications (collectively, "Copyrights") and all of the goodwill of the business connected with the use of, and symbolized by, each Copyright, including without limitation those referred to on Schedule 1 hereto;

(b) all of Grantor's patents and patent applications (collectively, "Patents"), and all of the goodwill of the business connected with the use of, and symbolized by, each Patent, including without limitation those referred to on Schedule 1 hereto;

(c) all of Grantor's trademarks, trademark applications, service marks, trade names, mask works (collectively, "Trademarks"), and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, including without limitation those referred to on Schedule 1 hereto;

(d) all reissues, continuations or extensions of the foregoing; and

(e) all products and proceeds of the foregoing, including without limitation any claim by Grantor against third parties for past, present or future infringement or dilution of any Copyright, any Patent, or any Trademark.

3. SECURITY FOR OBLIGATIONS. This Agreement and the security interest created hereby secure the payment and performance of all the Obligations under the Credit Agreement, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantor to Agent, the Lenders or any of them pursuant to the Credit Agreement.

4. CREDIT AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Credit Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the IP Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. REPRESENTATIONS, WARRANTIES AND AGREEMENTS. Grantor hereby represents and warrants to, and agrees with Agent and Lenders as follows: Schedule 1 hereto accurately lists all registered IP Collateral as of the date hereof.

6. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new IP Collateral, this Agreement shall automatically apply thereto. Grantor shall give annual notice in writing to Agent with respect to any such new IP Collateral. Without limiting Grantor's obligations under this Section 6, Grantor hereby authorizes Agent unilaterally to modify this Agreement by amending Schedule 1 to include any such new IP Collateral of Grantor identified in such written notice provided by Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule 1 shall in any way affect, invalidate or detract from Agent's continuing security interest in all IP Collateral, whether or not listed on Schedule 1.

7. GOVERNING LAW. This Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise shall, in accordance with the laws of the Commonwealth of Pennsylvania be applied to contracts to be performed wholly within the Commonwealth of Pennsylvania.

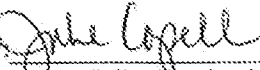
8. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

9. CONSTRUCTION. Unless the context of this Agreement clearly requires otherwise, the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

[signature page follows]

Each of the parties has signed this Agreement as of the day and year first above written.

ARBILL INDUSTRIES, INC.,
a Pennsylvania corporation

By: 
Name: Julie Copeland
Title: President

[Signature Page to Intellectual Property Security Agreement (Arbill)]

SCHEDULE 1
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. Copyrights and Copyright Applications

None.

II. Patents and Patent Applications

None.

III. Trademarks and Trademark Applications

<u>Arbill Industries, Inc:</u> TRADEMARK	COUNTRY	STATUS	APPLN NO	APPLN DATE	REGN NO	REGN DATE
ACUMEN	United States of America	Registered	78/381,013	Mar 9, 2004	2987409	Aug 23, 2005
ARBILL	United States of America	Registered	87/418,800	Apr 20, 2017	5548375	Aug 28, 2018
ARBILL	United States of America	Registered	77/086,855	Jan 19, 2007	3293360	Sep 18, 2007
ASSAULT	United States of America	Registered	86/391,952	Sep 11, 2014	4727202	Apr 28, 2015
ASURA	United States of America	Registered	78/182,173	Nov 6, 2002	2841763	May 11, 2004
BEAR GRIP	United States of America	Registered	78/486,943	Sep 21, 2004	3102035	Jun 6, 2006
COOLGRAY	United States of America	Pending	90501678	Feb 1, 2021		
ENSEMBLE	United States of America	Pending	90501510	Feb 1, 2021		
GEARHEAD	United States of America	Registered	86/467,708	Dec 1, 2014	4723977	Apr 21, 2015
GLADIATOR	United States of America	Registered	86/467,672	Dec 1, 2014	4723976	Apr 21, 2015
HEAT MISER	United States of America	Registered	86/541,463	Feb 20, 2015	4844536	Nov 3, 2015
KANDO	United States of America	Registered	86/391,936	Sep 11, 2014	4723545	Apr 21, 2015
KNITWIT	United States of America	Registered	86/391,925	Sep 11, 2014	4679160	Jan 27, 2015
MISSION	United States of America	Registered	78/942,244	Aug 1, 2006	3247524	May 29, 2007
PERCEPT	United States of America	Registered	86/289,474	May 22, 2014	4742223	May 26, 2015
PERFORMANCE THUMB	United States of America	Registered	74/437,724	Sep 20, 1993	1902139	Jun 27, 1995
PROTECTALLS	United States of America	Registered	86/289,435	May 22, 2014	4869141	Dec 15, 2015
SAFELY LEADING THE WORLD AT WORK	United States of America	Registered	86/245,008	Apr 7, 2014	4742029	May 26, 2015
SAFER EVERYDAY	United States of America	Registered	77/364,053	Jan 4, 2008	3569159	Feb 3, 2009
SAFETY BEYOND SUPPLIES	United States of America	Registered	86/244,991	Apr 7, 2014	4746282	Jun 2, 2015
SAFETY LIQUIDATORS	United States of America	Pending	90293814	Nov 2, 2020		
SPARTAN	United States of America	Registered	85/064,448	Jun 16, 2010	4051623	Nov 8, 2011
TACTICIAN	United States of America	Registered	86/470,542	Dec 3, 2014	4731657	May 5, 2015

[Intellectual Property Security Agreement (Arbill)]
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TRADEMARK
REEL: 007213 FRAME: 0340

TAPTEX	United States of America	Registered	75/354,584	Sep 10, 1997	2492899	Sep 25, 2001
Together	United States of America	Pending	90/341849	Nov 25, 2020		
TOUGHSKIN	United States of America	Registered	86/289,347	May 22, 2014	4872719	Dec 22, 2015
TRUFIT	United States of America	Registered	85/733,912	Sep 20, 2012	4334635	May 14, 2013
TRULINE	United States of America	Registered	75/124,702	Jun 24, 1996	2461927	Jun 19, 2001
TRULINE	United States of America	Registered	78/139,910	Jun 28, 2002	2702749	Apr 1, 2003
UTILITY PLAYER	United States of America	Registered	86/541,425	Feb 20, 2015	4840280	Oct 27, 2015
VANTAGE	United States of America	Registered	86/244,972	Apr 7, 2014	4742028	May 26, 2015
VANTAGE PREDICTIVE ANALYTICS	United States of America	Registered	87/162,138	Sep 6, 2016	5189830	Apr 25, 2017

[Intellectual Property Security Agreement (Arbill)]
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