

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM633100

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Atlantic Diving Supply, Inc.		03/19/2021	Corporation: VIRGINIA
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	100 Park Avenue		
Internal Address:	14th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	90341760	MISSION GIVE BACK	
CORRESPONDENCE DATA			
Fax Number:			
<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:	4155911000		
Email:	TrademarksCH@winston.com		
Correspondent Name:	Laura M. Franco, Winston & Strawn LLP		
Address Line 1:	101 California Street		
Address Line 4:	San Francisco, CALIFORNIA 94111-5840		
NAME OF SUBMITTER:	Laura M. Franco		
SIGNATURE:	/Laura M. Franco/		
DATE SIGNED:	03/19/2021		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT, dated as of March 19, 2021 (this “Agreement”), among ATLANTIC DIVING SUPPLY, INC., a Virginia corporation (the “Grantor”), and WELLS FARGO BANK, NATIONAL ASSOCIATION, as Collateral Agent for the benefit of the Secured Parties (in such capacity, together with its successors and assigns in such capacity, the “Collateral Agent”).

Reference is made to (a) the Third Amended and Restated ABL Credit Agreement, dated as of March 19, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among ADS TACTICAL, INC., a Delaware corporation (the “Lead Borrower”), ATLANTIC DIVING SUPPLY, INC., a Virginia corporation (“ADS”), TWI USA, LLC, a Virginia limited liability company (“TWI” and, together with the Lead Borrower and ADS, the “Borrowers”), the Subsidiary Borrowers from time to time party thereto, the Lenders and Issuing Banks from time to time party thereto and WELLS FARGO BANK, NATIONAL ASSOCIATION, as the Administrative Agent and Collateral Agent, and (b) the Collateral Agreement, dated as of March 19, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among the Borrowers, the other Grantors from time to time party thereto and the Collateral Agent. The Lenders have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Borrowers and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement. For purposes of this Agreement, “Trademarks” shall mean, with respect to any Grantor, all of the following now owned or hereafter acquired by such Grantor: (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, logos, slogans and other source identifiers, in each case whether statutory or common law, whether registered or unregistered, and whether established or registered in the United States or any other country or jurisdiction, including all goodwill associated therewith or symbolized thereby, (b) all registrations thereof, and all registrations and applications filed in connection therewith, including in the United States Patent and Trademark Office, (c) all extensions and renewals thereof, (d) all rights to sue or otherwise recover for any past, present and future infringement, dilution, or other violation or impairment thereof, (e) the right to receive all Proceeds therefrom, including without limitation license fees, royalties, income payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect thereto and (f) all other rights, priorities, and privileges accruing thereunder or pertaining thereto throughout the world.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in, to and under any and all of the following assets and property now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest, regardless of where located (collectively, the “Trademark Collateral”):

(a) all Trademarks of such Grantor, including those listed on Schedule I attached hereto; and

(b) to the extent not covered by clause (a), all Proceeds and products of any and all of the foregoing and all Supporting Obligations, collateral security and guarantees given by any Person with respect to any of the foregoing.

Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the security interest granted pursuant to this Agreement attach to, (i) any intent-to-use Trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or the filing of an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law or (ii) any other Excluded Asset.

SECTION 3. Recordation. Each Grantor hereby authorizes and requests that the Commissioner of Patents and Trademarks record this Agreement.

SECTION 4. Collateral Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the Security Interest granted to the Collateral Agent pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral 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 Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 5. Termination. Subject to Section 5.13 of the Collateral Agreement, upon the Payment in Full of the Secured Obligations, the security interest granted herein shall automatically terminate and the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

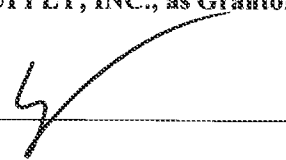
SECTION 6. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission (including by .PDF) shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 7. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

ATLANTIC DIVING SUPPLY, INC., as Grantor

By 
Name: John Dunn
Title: Chief Financial Officer and Treasurer

[Signature Page to Trademark Security Agreement (ABL)]

**TRADEMARK
REEL: 007226 FRAME: 0884**

**WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Collateral Agent**

By **Thomas A Martin** Digitally signed by Thomas A
Martin
Date: 2021.03.18 13:05:26 -04'00'
Name: Thomas A Martin _____
Title: Authorized Signatory _____

**Schedule I
to
TRADEMARK SECURITY AGREEMENT**

TRADEMARK APPLICATIONS

Trademark & Design	Serial No.	Filing Date	Registered Owner
MISSION GIVE BACK	90341760	11/25/2020	Atlantic Diving Supply, Inc.