

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM643708

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Spartaco, LLC		04/30/2021	Limited Liability Company: DELAWARE
Huskie Tools, LLC		04/30/2021	Limited Liability Company: DELAWARE
Jameson, LLC		04/30/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Ally Bank
Street Address:	300 Park Avenue, 4th floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	Corporation: UTAH

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	5670893	SPARTACO
Registration Number:	4199808	H HUSKIE TOOLS
Registration Number:	4156837	HUSKIE TOOLS
Registration Number:	4203438	H
Registration Number:	2018991	HUSKIE HHH
Registration Number:	2018990	HUSKIE HYDRAULIC HAMMERS
Registration Number:	5716618	TRU-SHOT
Registration Number:	1727065	ROBO*CRIMP
Registration Number:	4814006	AERIAL BUDDY
Registration Number:	4534362	LIVE TRACER
Registration Number:	4114896	CERO
Registration Number:	2718116	SNIP GRIP
Registration Number:	3796894	PAXLIGHT
Registration Number:	2642906	JAMESON
Registration Number:	1667244	STUBBY LIGHT

OP \$490.00 5670893

Property Type	Number	Word Mark
Registration Number:	1563070	BUDDY
Registration Number:	1560715	HANDI-LIGHT
Registration Number:	1179873	SAFE-STIK
Registration Number:	3491364	JAMESON

CORRESPONDENCE DATA

Fax Number: 6175236850

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: 617-523-2700

Email: susan.dinicola@hklaw.com,jason.brown@hklaw.com

Correspondent Name: Holland & Knight LLP

Address Line 1: 10 St. James Avenue

Address Line 4: Boston, MASSACHUSETTS 02116

NAME OF SUBMITTER:	Susan C. DiNicola
SIGNATURE:	/Susan C. DiNicola/
DATE SIGNED:	04/30/2021

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement") dated as of April 30, 2021 is made by SPARTACO, LLC, a Delaware limited liability company, located at 200 Fillmore Street, Denver, CO 80206 ("Spartaco"), HUSKIE TOOLS, LLC, a Delaware limited liability company, located at 195 Internationale Blvd, Glendale Heights, IL 60139 ("Huskie"), JAMESON, LLC, a Delaware limited liability company, located at 1451 Old North Main Street, Clover, SC 29710 ("Jameson" and together with Spartaco and Huskie each, a "Grantor", and collectively, the "Grantors"), in favor of ALLY BANK, located at 300 Park Avenue, 4th Floor, New York, NY 10022, in its capacity as agent ("Agent") for itself and the other financial institutions (the "Lenders") from time to time party to the Credit Agreement (as defined herein).

WITNESSETH:

WHEREAS, Grantors and certain of their affiliates, Agent and the Lenders have entered into that certain Credit Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which Agent and the Lenders have, subject to certain conditions precedent, agreed to make Loans (as defined in the Credit Agreement) to certain of Grantor's affiliates; and

WHEREAS, Agent and the Lenders have required as a condition, among others, to the making of the Loans, in order to secure the payment and performance of Grantors' Obligations (as defined in the Credit Agreement), that Grantors execute and deliver this Agreement to Agent, for its benefit and the benefit of the Lenders.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the parties hereto agrees as follows:

1. Defined Terms.

- (i) Unless otherwise defined herein, the capitalized terms used herein which are defined in the Credit Agreement shall have the meanings specified in the Credit Agreement.
- (ii) References to "Sections", and "Schedules" shall be to Sections, and Schedules, respectively, of this Agreement unless otherwise specifically provided. In this Agreement, the words "including," "includes" and "include" shall be deemed to be followed by the words "without limitation"; and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or".
- (iii) Any of the terms defined in this Agreement may, unless the context otherwise requires, be used in the singular or the plural depending on the reference.

2. Security Interest in Trademarks. To secure the payment and performance of the Obligations, including all renewals, extensions, restructurings and refinancings of any or all of the Obligations, Grantors hereby grant to Agent, for the benefit of Agent and the Secured Parties, a continuing security interest in, lien and mortgage in and to and right of setoff against all of Grantors' now owned or existing and filed and hereafter acquired or arising and filed Trademarks (as defined in the Guarantee and

Collateral Agreement) constituting Collateral, including those listed on Schedule A attached hereto; provided that the foregoing shall not include any “intent-to-use” Trademarks until such time as Grantors begin to use such Trademarks.

3. Incorporation of Credit Agreement. The terms and conditions of the Credit Agreement are hereby incorporated into this Agreement by this reference. To the extent of any conflict between the terms and conditions of this Agreement and of the Credit Agreement, the terms and conditions of the Credit Agreement shall govern.

4. Nature and Continuation of Agent’s and Lenders’ Security Interest. This Agreement is made for collateral security purposes only.

5. Authority of Agent. Grantors hereby acknowledge that the rights and responsibilities of Agent under this Agreement with respect to any action taken by Agent or the exercise or non-exercise by Agent of any right or remedy provided for herein or resulting or arising out of this Agreement, shall be governed by the Credit Agreement.

6. Severability. The invalidity, illegality or unenforceability in any jurisdiction of any provision in or obligation under this Agreement shall not affect or impair the validity, legality or enforceability of the remaining provisions or obligations under this Agreement.

7. Modification. This Agreement cannot be altered, amended or modified in any way, except by a writing signed by all the parties hereto.

8. Binding Effect; Benefits. This Agreement shall be binding upon Grantors and their successors and assigns and shall inure to the benefit of Agent and its successors and assigns as permitted by the Credit Agreement. Each Grantor’s successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession of or for such Grantor; provided, however that no Grantor shall voluntarily assign its obligations hereunder without the prior written consent of Agent.

9. Governing Law. This Agreement shall be governed by and construed in accordance with the applicable laws set forth in the Credit Agreement.

10. Notices. All notices or other communications hereunder shall be given in the manner and to the addresses set forth in the Credit Agreement.

11. Section Headings. Section headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose or be given any substantive effect.

12. Execution in Counterparts. This Agreement and any amendments, waivers, consents, or supplements may be executed via facsimile or electronic (i.e., “pdf” or “tif”) transmission in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all of which counterparts together shall constitute one and the same instrument. This Agreement shall become effective upon the execution of a counterpart hereof by each of the parties hereto.

13. Right to Record Security Interest. Agent, on behalf of itself and the Lenders, shall have the right, but not the obligation, at the expense of Grantors, to record this Agreement in the United States Patent and Trademark Office, and Agent shall advise Grantors of such recordings. Upon the Payment in Full of

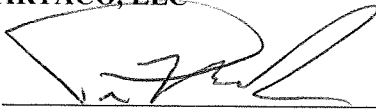
the Obligations and termination of the Credit Agreement in accordance with its terms, Grantors shall have the right to effect the recording of such satisfaction or termination at the expense of Grantors, in the United States Patent and Trademark Office. Agent and Grantors shall promptly cooperate to effect all such recordings hereunder.

(Signature pages follow.)

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

GRANTORS:

SPARTACO, LLC

By: 
Name: Peter W. Calamari
Title: President

HUSKIE TOOLS, LLC

By: _____
Name: Wade Apple
Title: Chief Financial Officer

JAMESON, LLC

By: _____
Name: Wade Apple
Title: Chief Financial Officer

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

GRANTORS:

SPARTACO, LLC

By: _____
Name: Peter W. Calamari
Title: President

HUSKIE TOOLS, LLC

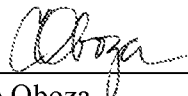
By: Wade Apple
Name: Wade Apple
Title: Chief Financial Officer

JAMESON, LLC

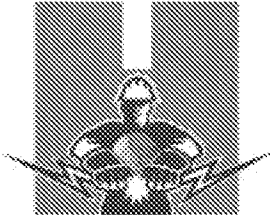
By: Wade Apple
Name: Wade Apple
Title: Chief Financial Officer

AGENT:

ALLY BANK

By: 
Name: Chip Oboza
Title: Authorized Signatory

SCHEDULE A

Owner's Name	Serial Number	Registration Number	Mark	Filing Date	Registration Date
Spartaco LLC	87245031	5670893	SPARTACO	November 22, 2016	February 5, 2019
Huskie Tools, LLC	85365030	4199808	HUSKIE TOOLS	July 7, 2011	August 28, 2012
Huskie Tools, LLC	85365005	4156837	HUSKIE TOOLS	July 2, 2011	June 12, 2012
Huskie Tools, LLC	85365036	4203438		July 7, 2011	September 4, 2012
Huskie Tools, LLC	74728392	2018991	HUSKIE HHH	September 13, 1995	November 26, 1996
Huskie Tools, LLC	74728391	2018990	HUSKIE HYDRAULIC HAMMERS	September 13, 1995	November 26, 1996
Huskie Tools, LLC	7425852	1727065	ROBO*CRIMP	March 12, 1992	October 27, 1992
Jameson, LLC	87592011	5716618	TRU-SHOT	August 31, 2017	April 2, 2019
Jameson, LLC	86292434	4814006	AERIAL BUDDY	May 27, 2014	September 15, 2015
Jameson, LLC	85780097	4534362	LIVE TRACER	November 15, 2012	May 20, 2014
Jameson, LLC	85391017	4114896	CERO	August 5, 2011	March 20, 2012
Jameson, LLC	78061320	2718116	SNIP GRIP	May 1, 2001	May 20, 2003
Jameson, LLC	78047208	2642906	JAMESON	February 8, 2001	October 29, 2002
Jameson, LLC	77661404	3796894	PAXLIGHT	February 2, 2009	June 1, 2010
Jameson, LLC	77230099	3491364	JAMESON	July 16, 2007	August 26, 2008
Jameson, LLC	74090754	1667244	STUBBY LIGHT	August 24, 1990	December 3, 1991

Jameson, LLC	73780936	1563070	BUDDY	February 15, 1989	October 31, 1989
Jameson, LLC	73730712	1560715	HANDI-LIGHT	May 25, 1988	October 17, 1989
Jameson, LLC	73253208	1179873	SAFE-STIK	March 10, 1980	December 1, 1981