

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM653420

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Medley Capital LLC		03/01/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	WhiteHorse Capital Management, LLC		
Street Address:	1271 Avenue of the Americas		
Internal Address:	22nd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10020		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4114340	A B C A BROWN CO. A·B·C FIRE AND CYLINDE	
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:	14045723401		
Email:	SSheesley@kslaw.com		
Correspondent Name:	/Steven Sheesley/		
Address Line 1:	1180 Peachtree Street, NE		
Address Line 2:	Suite 1600		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	20729.515019		
NAME OF SUBMITTER:	/Steven Sheesley/		
SIGNATURE:	//Steven Sheesley//		
DATE SIGNED:	06/11/2021		
Total Attachments: 6			
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ASSIGNMENT OF GRANT OF SECURITY INTEREST IN TRADEMARKS

THIS ASSIGNMENT OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the “Agreement”) is made as of this 1st day of March, 2021 by Medley Capital LLC, as the existing grantee under the Existing Trademark Security Agreement (as defined below) (“Existing Grantee”), in favor of WhiteHorse Capital Management, LLC (herein, “New Grantee”), and is acknowledged by ABC Fire Extinguisher Co., Inc., a Nevada Corporation (“Grantor”):

W I T N E S S E T H

WHEREAS, Grantor, one or more of its affiliates, New Grantee (as successor-in-interest to Existing Grantee in its capacity as agent for the lenders party to the Credit Agreement) and the lenders identified therein are parties to a certain Credit Agreement dated as of September 1, 2017 (as the same may be amended or otherwise modified from time to time, the “Credit Agreement”) providing for the extensions of credit to be made to Grantor (or one or more affiliates thereof) by New Grantee and Lenders;

WHEREAS, pursuant to the terms of a certain Guarantee and Collateral Agreement dated as of September 1, 2017 among Grantor, one or more of its affiliates and New Grantee (as successor-in-interest to Existing Grantee) (as the same may be amended or otherwise modified from time to time, the “Collateral Agreement”), Grantor has granted to New Grantee, for the benefit of Secured Parties, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Collateral Agreement), together with the goodwill of the business symbolized by Grantor’s Trademarks, and all products and proceeds thereof, to secure payment and performance of the Secured Obligations;

WHEREAS, Grantor has previously granted to Existing Grantee, for the benefit of Secured Parties, a Lien on, security interest in, pledge on and right of set-off against any and all of Grantor’s right, title and interest in and to the Trademark Collateral (as defined below) pursuant to that certain Notice of Grant of Security Interests in Trademarks, dated as of February 4, 2019 and recorded with the United States Patent and Trademark Office on February 11, 2019 at reel/frame 6556/0694 (the “Existing Trademark Security Agreement”);

WHEREAS, Existing Grantee hereby assigns (and Grantor hereby acknowledges such assignment) its Lien on, security interest in, pledge on and right of set-off against any and all of Grantor’s right, title and interest in and to the Trademark Collateral to the New Grantee, as described in more detail below;

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

1. Assignment of Existing Trademark Security Agreement. Existing Grantee hereby assigns (and Grantor hereby acknowledges such assignment) the Existing Trademark Security Agreement, and its rights thereunder, to the New Grantee. All references to “Grantee” in the Existing Trademark Security Agreement shall be deemed to be references to the New Grantee, as successor to the Existing Grantee.

2. Incorporation of Credit Agreement and Collateral Agreement. The Credit Agreement and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Collateral Agreement.

2. Grant of Security Interests. In furtherance of the foregoing, and to secure the payment and performance of the Secured Obligations, Existing Grantee hereby transfers to, and Grantor hereby grants to, New Grantee, for its benefit and the benefit of the other Secured Parties, a Lien on, security interest in, pledge on and right of set-off against any and all of Grantor's right, title and interest in and to the following (collectively, the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, such Trademarks; provided, that no Lien or security interest is granted on any "intent to use" Trademark applications for which a "statement of use" or "amendment to allege use" has not been filed (but only until such statement or amendment is filed); and

(ii) all products, royalties and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with such Trademarks.

3. Governing Law. THIS AGREEMENT AND ALL MATTERS RELATING HERETO OR ARISING THEREFROM (WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE), SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

4. Counterparts. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. Signatures by facsimile or other electronic communication to this Agreement shall bind the parties to the same extent as would a manually executed counterpart.

[signature page follows]

IN WITNESS WHEREOF, each party hereto has duly executed this Agreement as of the date first written above.

MEDLEY CAPITAL LLC, as Existing Grantee
a Delaware limited liability company

By Richard Allorto
AB6513F9B32547A...
Its Chief Financial Officer

WHITEHORSE CAPITAL MANAGEMENT, LLC,
as New Grantee

By _____
Its _____

Agreed and accepted
as of the date first written above

ABC FIRE EXTINGUISHER CO., INC., as Grantor


By _____
Its _____

IN WITNESS WHEREOF, each party hereto has duly executed this Agreement as of the date first written above.

MEDLEY CAPITAL LLC, as Existing Grantee

By _____
Its _____

**WHITEHORSE CAPITAL MANAGEMENT,
LLC**, as New Grantee


By: Richard Siegel
Its: Authorized Signatory

Agreed and accepted
as of the date first written above

ABC FIRE EXTINGUISHER CO., INC., as Grantor

By _____
Its _____

IN WITNESS WHEREOF, each party hereto has duly executed this Agreement as of the date first written above.

MEDLEY CAPITAL LLC, as Existing Grantee


By _____
Its _____

WHITEHORSE CAPITAL MANAGEMENT, LLC,
as New Grantee

By _____
Its _____

Agreed and accepted
as of the date first written above

ABC FIRE EXTINGUISHER CO., INC., as Grantor

By:  _____
Name: Nicolas Brown
Its: President, Secretary, and Treasurer

SCHEDULE 1

U.S. FEDERAL TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>U.S. Registration No.</u>	<u>Registration Date</u>
A B C A BROWN CO. A·B·C FIRE AND CYLINDER SERVICE	4,114,340	March 20, 2012

