

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM698744

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FLAME RESISTANT GARMENTS, LLC	FORMERLY Flame Resistant Garments, Inc.	12/29/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	ORIX CORPORATE CAPITAL, INC.		
Street Address:	280 Park Avenue, 40 West		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3300082	CODERED	
Registration Number:	4409763	CODE RED	
Registration Number:	3213294	MAXSHIELD	
CORRESPONDENCE DATA			
Fax Number:	6508152601		
<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:	6508152600		
Email:	svtmdocketing@sheppardmullin.com		
Correspondent Name:	Chelseaa Larsen c/o Sheppard Mullin		
Address Line 1:	379 Lytton Avenue		
Address Line 4:	Palo Alto, CALIFORNIA 94301		
ATTORNEY DOCKET NUMBER:	0JBH-346976		
NAME OF SUBMITTER:	Chelseaa Larsen		
SIGNATURE:	/ChelseaaLarsen/		
DATE SIGNED:	12/30/2021		
Total Attachments: 5			
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COLLATERAL ASSIGNMENT OF TRADEMARKS

This COLLATERAL ASSIGNMENT OF TRADEMARKS dated as of December 29, 2021 (“Agreement”), between FLAME RESISTANT GARMENTS, LLC (f/k/a Flame Resistant Garments, Inc.), a Delaware limited liability company (together with its successors and assigns, the “Assignor”), and ORIX CORPORATE CAPITAL, INC., as Administrative Agent, for the benefit of the Secured Creditors (as defined in the Security Agreement referred to below) (in such capacity the “Administrative Agent”):

RECITALS:

(1) This Agreement is made pursuant to the Credit Agreement of even date herewith (as amended, restated or otherwise modified from time to time, the “Credit Agreement”), among (a) HEF SAFETY INTERMEDIATE HOLDINGS, LLC, a Delaware limited liability company, as a borrower (“HEF Intermediate”), (b) TURNAROUND LOGISTICS, LLC, a Texas limited liability company, as a borrower (“Turnaround”), (c) GM SAFETY & SUPPLY LLC, a Nevada limited liability company, as a borrower (“GM Safety”), (d) the Assignor, as a borrower, (e) CODE RED SAFETY & RENTAL, LLC, a Delaware limited liability company, as a borrower (“Code Red Rental”, and together with HEF Intermediate, Turnaround, GM Safety and the Assignor, and each other Person who becomes a Borrower pursuant to Section 6.09 of the Credit Agreement, the “Borrowers”, and each a “Borrower”), (f) HEF SAFETY HOLDINGS, LLC, a Delaware limited liability company, as the parent guarantor (the “Parent”), (g) the Administrative Agent and (h) the Lenders party thereto from time to time.

(2) In connection with the Credit Agreement, the Assignor is a party to a Pledge and Security Agreement of even date herewith (as amended, restated or otherwise modified from time to time, the “Security Agreement”), among the Assignor, the Borrowers, the Parent, the other grantors named therein and the Administrative Agent, pursuant to which the Assignor has granted to the Administrative Agent, for the benefit of the Secured Creditors, a continuing security interest in, assignment of and lien on substantially all of its assets, whether now owned or existing or hereafter acquired or arising.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby covenants and agrees with the Administrative Agent and the other Secured Creditors as follows:

Section 1. Defined Terms. Terms used herein without definition shall have the respective meanings ascribed thereto in the Security Agreement.

Section 2. Assignment and Grant of Security Interest. As security for the prompt payment and performance of the Secured Obligations, the Assignor hereby assigns, transfers, conveys and grants to the Administrative Agent, for the benefit of the Secured Creditors, a security interest in, a general lien upon and/or a right of set-off against (whether now owned or hereafter acquired by the Assignor and whether acquired in the United States or elsewhere in the world) all right, title and interest of the Assignor in and to the following, to the extent not including any Excluded Property, whether now existing or hereafter acquired:

(i) all trademarks, trade names and service marks registered with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);

(ii) all applications for the registration of trademarks, trade names and service marks filed with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);

(iii) all trademarks, trade names and service marks registered with any office, agency or other governmental authority of any State, the District of Columbia or any possession or territory of the United States;

(iv) all trademarks, trade names and service marks registered with any office, agency or other governmental authority of any other country or any province, department or other governmental subdivision thereof;

(v) all registrations and recordings with respect to any of the foregoing;

(vi) all reissues, extensions and renewals of any of the foregoing;

(vii) all corporate names, business names, trade styles, logos, other source or business identifiers; all information, customer lists, identification of supplier, data, plans, blueprints, specifications, designs, drawings, recorded knowledge, surveys, engineering reports, test reports, manuals, materials standards, processing standards, performance standards, catalogs, computer and automatic machinery software and programs, and the like pertaining to operations by the Assignor in, on or about any of its plants or warehouses; all field repair data, sales data and other information relating to sales or service of products now or hereafter manufactured on or about any of its plants; and all accounting information pertaining to operations in, on or about any of its plants and all media in which or on which all of the information or knowledge or data or records relating to its plants and warehouses may be recorded or stored and all computer programs used for the compilation or printout of such information, knowledge, records or data, and the Administrative Agent shall keep all such information, knowledge, records or data strictly confidential in accordance with the Credit Agreement;

(viii) all licenses and other agreements relating in whole or in part to any of the foregoing, including all rights to payments in respect thereof;

(ix) all rights to sue for past, present or future infringements of any of the foregoing;

(x) all good will related to any of the foregoing;


(xi) to the extent not included above, all general intangibles (as such term is defined in the UCC) of the Assignor related to the foregoing; and

(xii) all proceeds of any and all of the foregoing.

Section 3. Reference to Separate Security Agreement. This Agreement has been entered into by the Assignor and the Administrative Agent primarily for recording purposes as contemplated by the Security Agreement, dated as of the date hereof, between the Assignor and any other Assignors named therein, as debtors, and the Administrative Agent, for the benefit of the Secured Creditors. In the event of any inconsistency between any of the terms or provisions hereof and the terms and provisions of such Security Agreement, the terms and provisions of such Security Agreement shall govern.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

FLAME RESISTANT GARMENTS, LLC, as Assignor

By: 
Joseph Conlon, President

Accepted and acknowledged by:

ORIX CORPORATE CAPITAL INC.,
as Secured Party

By: _____
Print Name: _____
Title: _____

Collateral Assignment of Trademarks

TRADEMARK
REEL: 007545 FRAME: 0573


IN WITNESS WHEREOF, I have hereunto set my hand and seal this 1st day of August, 2014.

FLAME RE I SANS GARMENS, LLC, Agent

B :
Jeg Cee, Pgb

A :
cei_a :

ORIGINATOR: CORPORATE CAPITAL INC.,
gh_P

B : 
Pb Nd : R b b a
Sb : M ab a Db e

Schedule A
to Collateral Assignment of
Trademarks

<u>Trademarks</u>	<u>Registration No.</u>
MAX FR	RN 4590444
CODERED	RN 3300082
	RN 4409763
MAXSHIELD	RN 3213294
GARMENT RECOVERY SYSTEMS	RN 4047843
GREENSHIELD	RN 4008619
GRS	RN 4018442