

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM714180

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
First Tactical, LLC		03/11/2022	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	125 High Street		
Internal Address:	11th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5498037	FIRST TACTICAL	
Registration Number:	5042967	FIRST TACTICAL	
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:	14155911000		
Email:	TrademarksCH@winston.com		
Correspondent Name:	Becky L. Troutman, Winston & Strawn LLP		
Address Line 1:	101 California Street		
Address Line 4:	San Francisco, CALIFORNIA 94111		
NAME OF SUBMITTER:	Becky L. Troutman		
SIGNATURE:	/Becky L. Troutman/ mp		
DATE SIGNED:	03/14/2022		
Total Attachments: 5			
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NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS

THIS NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of March 11, 2022 (this “*Agreement*”), is made by the undersigned Grantor (the “*Grantor*”) in favor of the Lender (as defined below) under the Credit Agreement, dated as of March 11, 2022 (as amended, amended and restated, waived, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), by and among FIRST TACTICAL, LLC, a California limited liability company (the “*Borrower*”), JLL FT HOLDINGS, INC., a Delaware corporation (“*Holdings*”), and WELLS FARGO BANK, NATIONAL ASSOCIATION, as lender (the “*Lender*”).

WHEREAS, in connection with the Credit Agreement, the Borrower and Holdings, executed and delivered a Security Agreement, dated as of March 11, 2022 (as amended, restated, supplemented, waived or otherwise modified from time to time, the “*Security Agreement*”) in favor of the Lender;

WHEREAS, pursuant to the Security Agreement, each Grantor has granted to the Lender a security interest in its Intellectual Property, including any Intellectual Property acquired by such Grantor after the date thereof, including Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Lender hereby agree as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement, as applicable.

SECTION 2. Confirmation of Security Interest. The Grantor hereby confirms that pursuant to the Security Agreement, subject to existing licenses to use the Trademarks granted by the Grantor in the ordinary course of their business, the Grantor has granted to the Lender a security interest in all of the material Trademarks of the Grantor (including, without limitation, those items listed on Schedule A hereto) and all of the goodwill associated therewith, and to the extent not otherwise included, all Proceeds and products of any and all of such Trademarks, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, subject to the exclusions set forth in the definition of Excluded Property in the Security Agreement.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the security interest granted pursuant to the Security Agreement with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the Security Agreement. The Security Agreement (and all rights and remedies of the Lender thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lender with respect to the security interest in the Trademarks are fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts; Electronic Execution. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement. Execution of any such counterpart may be by means of (a) an electronic signature that complies with the federal Electronic Signatures in Global and National Commerce Act, state enactments of the Uniform Electronic Transactions Act, or any other relevant and applicable electronic signatures law; (b) an original manual signature; or (c) a faxed, scanned, or photocopied manual signature. Each electronic signature or faxed, scanned, or photocopied manual signature shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. Lender reserves the right, in its discretion, to accept, deny, or condition acceptance of any electronic signature on this Agreement. Any party delivering an executed counterpart of this Agreement by faxed, scanned or photocopied manual signature shall, if requested by the other party, also deliver an original manually executed counterpart, but the failure to deliver an original manually executed counterpart shall not affect the validity, enforceability and binding effect of this Agreement.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

FIRST TACTICAL, LLC, as Grantor

By: 

Name: Ivan Habibe

Title: Chief Financial Officer

[Signature Page — Notice of Grant of Security Interest in Trademarks]

TRADEMARK
REEL: 007658 FRAME: 0816

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Lender

By Sean Mullane
Name: Sean Mullane
Title: Its Authorized Signatory

[Signature Page — Notice of Grant of Security Interest in Trademarks]