

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM715951

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Notice of Grant of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
American Midwest Manufacturing, Inc.		03/21/2022	Corporation: MISSOURI
RECEIVING PARTY DATA			
Name:	UBS AG, Stamford Branch, as Collateral Agent		
Street Address:	600 Washington Blvd		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06901		
Entity Type:	Bank: SWITZERLAND		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5681778	SMARTFIT	
Registration Number:	5681781	SMARTFIT FIELD UPFITTING SOLUTIONS BY AM	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	2129061209		
Email:	JESSICA.BAJADA-SILVA@LW.COM		
Correspondent Name:	LATHAM & WATKINS LLP, C/O JESSICA BAJADA		
Address Line 1:	1271 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	049646-0440		
NAME OF SUBMITTER:	Jessica Bajada-Silva		
SIGNATURE:	/s/ Jessica Bajada-Silva		
DATE SIGNED:	03/22/2022		
Total Attachments: 12			
source=Safe Fleet - 1L Refinancing - Second Lien Trademark Security Agreement [Executed](130702166.1)#page1.tif			
source=Safe Fleet - 1L Refinancing - Second Lien Trademark Security Agreement			

OP \$65.00 5681778

[Executed](130702166.1)#page2.tif
source=Safe Fleet - 1L Refinancing - Second Lien Trademark Security Agreement
[Executed](130702166.1)#page3.tif
source=Safe Fleet - 1L Refinancing - Second Lien Trademark Security Agreement
[Executed](130702166.1)#page4.tif
source=Safe Fleet - 1L Refinancing - Second Lien Trademark Security Agreement
[Executed](130702166.1)#page5.tif
source=Safe Fleet - 1L Refinancing - Second Lien Trademark Security Agreement
[Executed](130702166.1)#page6.tif
source=Safe Fleet - 1L Refinancing - Second Lien Trademark Security Agreement
[Executed](130702166.1)#page7.tif
source=Safe Fleet - 1L Refinancing - Second Lien Trademark Security Agreement
[Executed](130702166.1)#page8.tif
source=Safe Fleet - 1L Refinancing - Second Lien Trademark Security Agreement
[Executed](130702166.1)#page9.tif
source=Safe Fleet - 1L Refinancing - Second Lien Trademark Security Agreement
[Executed](130702166.1)#page10.tif
source=Safe Fleet - 1L Refinancing - Second Lien Trademark Security Agreement
[Executed](130702166.1)#page11.tif
source=Safe Fleet - 1L Refinancing - Second Lien Trademark Security Agreement
[Executed](130702166.1)#page12.tif

Notice of Grant of Security Interest in Trademarks

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of March 21, 2022 (this "Agreement"), made by AMERICAN MIDWEST MANUFACTURING, INC., a Missouri corporation ("AMM"), ELKHART BRASS MANUFACTURING COMPANY, LLC, an Indiana limited liability company ("Elkhart Brass"), FIRE RESEARCH CORP., a New York corporation ("Fire Research"), IEM, INC., a Minnesota corporation ("IEM"), SAFE FLEET ACQUISITION CORP., a Delaware corporation ("SFAC"), REAR VIEW SAFETY LLC, a New York limited liability company ("Rear View"), COBAN TECHNOLOGIES, INC., a Texas corporation ("COBAN") and SF MOBILE-VISION, INC., a New Jersey corporation ("SFMV" and together with AMM, Elkhart Brass, Fire Research, IEM, SFAC, Rear View and COBAN, each a "Pledgor" and collectively the "Pledgors"), in favor of UBS AG, STAMFORD BRANCH, as Collateral Agent (as defined below).

Reference is made to the Security Agreement (Second Lien), dated as of February 1, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among Swordfish Merger Sub, LLC, a Delaware limited liability company (prior to the Merger, the "Borrower"), which upon effectiveness of the Merger will be merged with and into Safe Fleet Holdings LLC, a Delaware limited liability company ("Target", and after the Merger, the "Borrower"), each subsidiary of the Borrower from time to time party thereto, Swordfish Parent, Inc., a Delaware corporation, and UBS AG, Stamford Branch, as collateral agent for the Secured Parties referred to therein (together with its successors and assigns in such capacity, the "Collateral Agent"). 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 Security Agreement. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment and performance, as applicable, in full of the Secured Obligations, each Pledgor pursuant to the Security Agreement did, and hereby does, assign and pledge to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest in all of such Pledgor's right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Assets, the "Trademark Collateral"):

(a) all trademarks (including service marks), common law marks, trade names, trade dress, and logos, slogans and other indicia of origin under the laws of any jurisdiction in the world, and the registrations and applications for registration thereof, including those listed on Schedule I, and the goodwill of the business symbolized by the foregoing; (b) all renewals of the foregoing; (c) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and

future infringements, dilutions, or other violations thereof; (d) all rights to sue for past, present, and future infringements, dilutions and other violations of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (e) all rights corresponding to any of the foregoing;

provided, however, that the foregoing pledge, assignment and grant of security interest will not cover any intent-to-use Trademark application prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, only 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 Trademark application under applicable law.

SECTION 3. Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Pledgor 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 Security 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 Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original. For purposes hereof, the words “execution,” “execute,” “executed,” “signed,” “signature” and words of like import shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formulations on electronic platforms, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

SECTION 5. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT, TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

SECTION 6. Termination. This Agreement is made to secure the payment of the Secured Obligations. This Agreement and the security interest granted hereby shall terminate with respect to all of each Pledgor’s Secured Obligations and any Lien arising

therefrom shall be automatically released upon termination of the Security Agreement or release of such Pledgor's Secured Obligations thereunder or as otherwise provided in the Security Agreement. The Collateral Agent shall, in connection with any termination or release herein or under the Security Agreement, execute and deliver to each Pledgor as such Pledgor may request, an instrument in writing releasing the security interest in the Trademark Collateral acquired under this Agreement. Additionally, upon such payment (and when otherwise contemplated by the Security Agreement), the Collateral Agent shall reasonably cooperate with any efforts made by a Pledgor to make of record or otherwise confirm such satisfaction including, but not limited to, the release and/or termination of this Agreement and any security interest in, to or under the Trademark Collateral.

[Signature Pages Follow]

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

AMERICAN MIDWEST MANUFACTURING, INC.



By: _____
Name: Andrew Schmolka
Title: Chief Legal Officer, Senior Vice President and
Secretary

SAFE FLEET ACQUISITION CORP.




By: _____
Name: Andrew Schmolka
Title: Chief Legal Officer, Senior Vice President and
Secretary

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

TRADEMARK
REEL: 007668 FRAME: 0250

ELKHART BRASS MANUFACTURING COMPANY,
LLC

By: 
Name: Andrew Schmolka
Title: Chief Legal Officer, Senior Vice President and
Secretary

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

TRADEMARK
REEL: 007668 FRAME: 0251

IEM, INC.



By: _____

Name: Andrew Schmolka

Title: Chief Legal Officer, Senior Vice President and
Secretary

FIRE RESEARCH CORP.
REAR VIEW SAFETY LLC



By: _____
Name: Andrew Schmolka
Title: Chief Legal Officer, Senior Vice President and
Secretary

COBAN TECHNOLOGIES, INC.



By: _____

Name: Andrew Schmolka

Title: Chief Legal Officer, Senior Vice President and
Secretary

SF MOBILE-VISION, INC.



By: _____

Name: Andrew Schmolka

Title: Chief Legal Officer, Senior Vice President and
Secretary

ACCEPTED AND AGREED:

UBS AG, STAMFORD BRANCH,
as Collateral Agent

By:



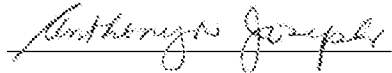
Name:

Houssein Daly

Title:

Director

By:



Name:

Anthony N Joseph

Title:

Associate Director

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

TRADEMARK
REEL: 007668 FRAME: 0256

Schedule I
to Notice of Grant of Security Interest in Trademarks

Trademarks

Holder	Trademark	Application Date	Reg. No. / Serial No.	Date Issued
American Midwest Manufacturing, Inc.	SMARTFIT	12/06/2017	5681778	02/19/2019
American Midwest Manufacturing, Inc.	SMARTFIT FIELD UPFITTING SOLUTIONS BY AMFS	12/06/2017	5681781	02/19/2019
Elkhart Brass Manufacturing Company, LLC	CHIEF	02/26/2018	5575478	10/02/2018
Elkhart Brass Manufacturing Company, LLC	BASS TACKS HARD FACTS	12/05/2018	5819036	07/30/2019
Fire Research Corp.	INET	02/13/2018	6091446	06/30/2020
Fire Research Corp.	SAFELINK	08/30/2017	5801064	07/09/2019
IEM, Inc.	DEPLOYPRO	11/12/2018	5818690	07/30/2019
IEM, Inc.	PRIME DESIGN	02/10/2020	6406399	07/06/2021
Safe Fleet Acquisition Corp.	ERGOCLAMP	09/02/2016	5863479	09/17/2019
Rear View Safety LLC	RVS	09/24/2019	6297960	03/23/2021
Rear View Safety LLC	MOBILE AWARENESS (DESIGN PLUS LOGO)	08/31/2009	3906301	01/18/2011
Safe Fleet Acquisition Corp.	SF (and Design)	11/16/2018	6180757	10/20/2020
Safe Fleet Acquisition Corp.	SAFE FLEET	11/14/2018	6180752	10/20/2020
COBAN Technologies, Inc.	FOCUS (and Design)	11/16/2016	5661988	01/22/2019
SF Mobile-Vision, Inc.	VOICE LINK PLUS	09/18/2001	2849164	06/01/2004
SF Mobile-Vision, Inc.	VOICE LINK PLUS	09/18/2001	2896282	10/19/2004