

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM729716

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MAGPUL INDUSTRIES CORP.		09/17/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	U.S. BANK NATIONAL ASSOCIATION, as Administrative Agent		
Street Address:	800 Nicollet Mall		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 80			
Property Type	Number	Word Mark	
Registration Number:	5787212	MOE	
Registration Number:	5853387		
Registration Number:	5531020	AKA KOA	
Registration Number:	5408568	AKA KOA	
Registration Number:	5381413	MAGPUL UDAKA	
Registration Number:	5351112		
Registration Number:	5351111		
Registration Number:	5346632	MAGPUL CORE	
Registration Number:	5346631	MAGPUL CORE	
Registration Number:	5306921	CORE	
Registration Number:	5210197	TEJAS GUN BELT EL BURRO	
Registration Number:	5210196	TEJAS GUN BELT EL ORIGINAL	
Registration Number:	5091625	REVITALIZING AMERICAN MANUFACTURING MAGP	
Registration Number:	5172806		
Registration Number:	5156636	AUS	
Registration Number:	5156532	REVITALIZING AMERICAN MANUFACTURING MAGP	
Registration Number:	5050262		
Registration Number:	5027604	MAGPUL	
Registration Number:	4978561	M M-LOK	

CH \$2015.00 5787212

Property Type	Number	Word Mark
Registration Number:	5008577	MAGPUL
Registration Number:	4983780	M
Registration Number:	4942050	
Registration Number:	4933403	GL9
Registration Number:	4923548	MAGPUL
Registration Number:	4923545	MAGPUL
Registration Number:	4919243	PMAG D-60
Registration Number:	4914947	ZHUKOV-S
Registration Number:	4909538	
Registration Number:	4878193	MOE SL
Registration Number:	4878119	M-LOK
Registration Number:	4819523	MOE-K2+
Registration Number:	4819233	MAGPUL
Registration Number:	4688805	
Registration Number:	4692558	MAGPUL
Registration Number:	4645327	
Registration Number:	4645326	MAGPUL
Registration Number:	4618723	MS1
Registration Number:	4581606	THEORY BASED PRODUCTS
Registration Number:	4255556	MAGLINK
Registration Number:	4192005	STR
Registration Number:	4228693	EMAG
Registration Number:	4259208	SGA
Registration Number:	4146718	AFG-2
Registration Number:	4102077	
Registration Number:	3993980	RSA
Registration Number:	4085463	MAGLEVEL
Registration Number:	4054919	
Registration Number:	4111856	XTM
Registration Number:	4146679	MSA
Registration Number:	4146678	PRS2
Registration Number:	4147934	MS3
Registration Number:	4011376	MVG
Registration Number:	4118724	MOE-K
Registration Number:	3947762	UNFAIR ADVANTAGE
Registration Number:	4115080	MOE+
Registration Number:	3947912	UBR
Registration Number:	3947911	RVG

Property Type	Number	Word Mark
Registration Number:	4512633	MS4
Registration Number:	4511812	MOE-K2
Registration Number:	4228694	MAGPUL DYNAMICS
Registration Number:	3696887	MBUS
Registration Number:	3856774	SPEEDPLATE
Registration Number:	3856775	PRS
Registration Number:	3864177	CTR
Registration Number:	3856411	MIAD
Registration Number:	3813473	B.A.D. LEVER
Registration Number:	3742132	X
Registration Number:	3608686	MOE
Registration Number:	3608684	PMAG
Registration Number:	3381306	MAGPUL
Registration Number:	2338725	
Registration Number:	3704670	ASAP
Registration Number:	5945846	
Registration Number:	5690728	MAGPUL
Registration Number:	5783740	PMAG D-50
Registration Number:	3957628	AFG
Registration Number:	5853434	MAGPUL
Registration Number:	5787868	AFG
Registration Number:	5853511	DAKA
Registration Number:	6342328	M-LOK

CORRESPONDENCE DATA

Fax Number: 6179518736

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: 6173417729

Email: katarzyna.gaysunas@morganlewis.com

Correspondent Name: Katarzyna Gaysunas

Address Line 1: 1 Federal St

Address Line 2: c/o Morgan, Lewis & Bockius LLP

Address Line 4: Boston, MASSACHUSETTS 02110-1726

NAME OF SUBMITTER: Katarzyna Gaysunas

SIGNATURE: /Katarzyna Gaysunas/

DATE SIGNED: 05/23/2022

Total Attachments: 15

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CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS

This CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS (this “Confirmatory Grant”) is made as of September 17, 2021, by and between MAGPUL INDUSTRIES CORP. (the “Grantor”), and U.S. BANK NATIONAL ASSOCIATION, in its capacity as administrative agent (together with its successors and assigns, the “Administrative Agent”) for the Lenders party to the Credit Agreement referred to below.

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), by and among the Grantor, certain other Loan Parties party thereto, the Administrative Agent, and the Lenders party thereto, the Lenders have agreed to make certain financial accommodations available to the Grantor from time to time pursuant to the terms and conditions thereof;

WHEREAS, the Lenders are willing to make the financial accommodations to the Grantor as provided for in the Credit Agreement, but only upon the condition, among others, that the Loan Parties shall have executed and delivered to the Administrative Agent, on behalf of the Secured Parties, that certain Security Agreement, dated as of the date hereof (including all exhibits and schedules thereto, as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, the Grantor pledged and granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined below); and

WHEREAS, pursuant to the Security Agreement, the Grantor has agreed to execute and deliver this Confirmatory Grant in order to record the security interest granted to the Administrative Agent, for the benefit of the Secured Parties, with the United States Patent and Trademark Office;

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** The Grantor hereby pledges, collaterally assigns and grants to the Administrative Agent, on behalf of the Secured Parties, to secure the prompt and complete payment and performance of the Obligations, a security interest (referred to in this Confirmatory Grant as the “Security Interest”) in all of the Grantor’s right, title and interest in, to and under the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

- (a) all of its Trademarks and any related licenses with respect to Trademarks to which it is a party including those referred to on Schedule I;
- (b) all renewals, reversions and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each license with respect to Trademarks; and
- (d) all products and proceeds (as that term is defined in the UCC) of the foregoing, including all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment of the foregoing, and any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any license, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any license with respect to Trademarks.

3. SECURITY FOR OBLIGATIONS. This Confirmatory Grant and the Security Interest created hereby secures the payment and performance of the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Confirmatory Grant secures the payment of all amounts which constitute part of the Obligations and would be owed by the Grantor to the Secured Parties, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving the Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Confirmatory Grant is granted in conjunction with the security interests granted to the Administrative Agent, on behalf of the Secured Parties, pursuant to the Security Agreement. The Grantor hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Confirmatory Grant and the Security Agreement, the Security Agreement shall control.

5. COUNTERPARTS. This Confirmatory Grant is a Loan Document. This Confirmatory Grant may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Confirmatory Grant shall become effective when it has been executed by the Administrative Agent and the Administrative Agent has received counterparts hereof that, when taken together, bear the signature of the Grantor. Delivery of an executed counterpart of a signature page of this Confirmatory Grant by facsimile or electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Confirmatory Grant. The words "execution," "signed," "signature," and words of like import herein shall be deemed to include electronic signatures 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 E-SIGN, the New York State Electronic Signatures and Records Act, or any other similar state laws based on UETA.

6. **GOVERNING LAW; JURISDICTION; CONSENT TO SERVICE OF PROCESS; WAIVER OF JURY TRIAL.** THIS CONFIRMATORY GRANT AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS CONFIRMATORY GRANT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK. THE GRANTOR IRREVOCABLY AND UNCONDITIONALLY AGREES THAT IT WILL NOT COMMENCE ANY ACTION, LITIGATION OR PROCEEDING OF ANY KIND OR DESCRIPTION, WHETHER IN LAW OR EQUITY, WHETHER IN CONTRACT OR IN TORT OR OTHERWISE, AGAINST ANY SECURED PARTY OR ANY RELATED PARTY THEREOF IN ANY WAY RELATING TO THIS CONFIRMATORY GRANT IN ANY FORUM OTHER THAN THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK COUNTY, AND OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK, AND ANY APPELLATE COURT FROM ANY THEREOF, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS TO THE JURISDICTION OF SUCH COURTS AND AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION, LITIGATION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION, LITIGATION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS CONFIRMATORY GRANT SHALL AFFECT ANY RIGHT THAT ANY SECURED PARTY MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS CONFIRMATORY GRANT AGAINST THE GRANTOR OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION. EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 8.23 OF THE SECURITY AGREEMENT. NOTHING IN THIS CONFIRMATORY GRANT SHALL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW. THE GRANTOR AND THE ADMINISTRATIVE AGENT WAIVE TRIAL BY JURY IN ANY JUDICIAL PROCEEDING INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER (WHETHER SOUNDING IN TORT, CONTRACT OR OTHERWISE) IN ANY WAY ARISING OUT OF, RELATED TO, OR CONNECTED WITH THIS CONFIRMATORY GRANT OR THE RELATIONSHIP ESTABLISHED HEREUNDER.

[Remainder of Page Intentionally Left Blank; Signature Pages Follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Confirmatory Grant of Security Interest in Trademarks to be executed and delivered as of the day and year first above written.

GRANTOR:

MAGPUL INDUSTRIES CORP.

By: _____

Name: Mark Schneideman

Title: Secretary

[Signature page to Confirmatory Grant of Security Interest in Trademarks]

TRADEMARK
REEL: 007730 FRAME: 0624

ADMINISTRATIVE AGENT:


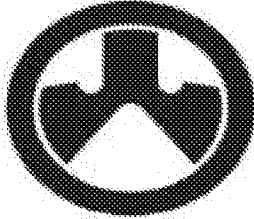



U.S. BANK NATIONAL ASSOCIATION

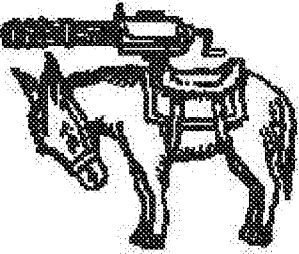





By: *Daniel Elmer*

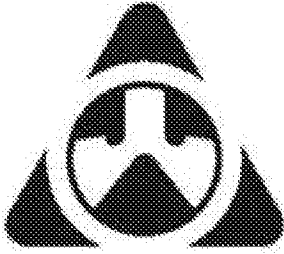

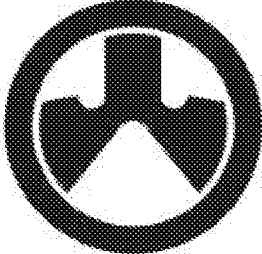
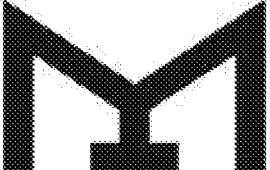
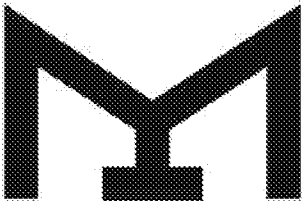
Name: Daniel Elmer

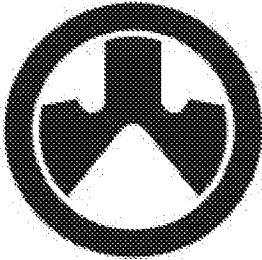
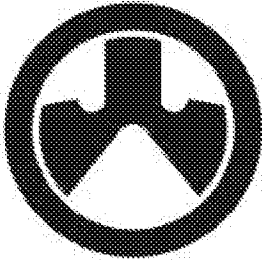
Title: Vice President

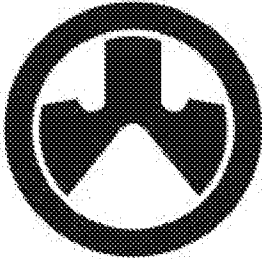
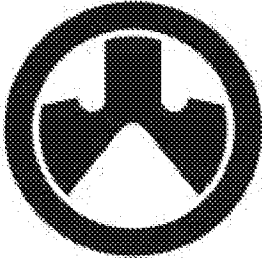
SCHEDULE I
to
CONFIRMATORY GRANT


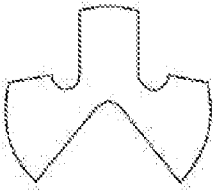
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	88205518	5787212	6/25/2019
	88205463	5853387	9/3/2019
	87252092	5,531,020	7/31/2018
AKA KOA	87251369	5,408,568	2/20/2018
	87019287	5381413	1/16/2018
	86822120	5351112	12/5/2017

Mark	Application Number	Registration Number	Registration Date
	86822110	5351111	12/5/2017
	86509574	5346632	11/28/2017
MAGPUL CORE	86509547	5346631	11/28/2017
	86509640	5306921	10/10/2017
	86822135	5210197	05/23/2017
	86822128	5210196	05/23/2017
	86338775	5091625	11/29/2016


Mark	Application Number	Registration Number	Registration Date
	86904172	5172806	3/28/2017
AUS	86482341	5156636	3/07/2017
	86338800	5156532	3/07/2017
	86338090	5050262	9/27/2016
MAGPUL	86336819	5027604	8/23/2016
 M-LOK	86254288	4978561	6/14/2016
MAGPUL	86337844	5008577	7/26/2016
	86254297	4983780	6/21/2016




Mark	Application Number	Registration Number	Registration Date
	86338110	4942050	4/19/2016
GL9	86432383	4933403	4/05/2016
MAGPUL	86337301	4923548	3/22/2016
MAGPUL	86336825	4923545	3/22/2016
PMAG D-60	86475770	4919243	3/15/2016
ZHUKOV-S	86475746	4914947	5/05/2015
	86330217	4909538	3/1/2016
MOE SL	86292712	4878193	12/29/2015
M-LOK	86248984	4878119	12/29/2015
MOE-K2+	86383989	4819523	12/22/2015


Mark	Application Number	Registration Number	Registration Date
MAGPUL	86330189	4819233	9/22/2015
	86368325	4688805	2/17/2015
MAGPUL	86368287	4692558	2/24/2015
	86328274	4645327	11/25/2014
MAGPUL	86328256	4645326	11/25/2014
MS1	86114729	4618723	10/7/2014
THEORY BASED PRODUCTS	86006915	4581606	8/5/2014
MagLink	85556553	4255556	12/4/2012
STR	85453465	4192005	8/14/2012

Mark	Application Number	Registration Number	Registration Date
EMAG	85385069	4228693	10/23/2012
SGA	85555545	4259208	12/11/2012
AFG-2	85453427	4146718	5/22/2012
	85363984	4102077	2/21/2012
RSA	85203230	3993980	7/12/2011
MagLevel	85385184	4085463	1/10/2012
	85122631	4054919	11/15/2011
XTM	85385173	4111856	3/13/2012
MSA	85443786	4146679	5/22/2012

Mark	Application Number	Registration Number	Registration Date
PRS2	85443725	4146678	5/22/2012
MS3	85385029	4147934	5/22/2012
MVG	85126499	4011376	8/16/2011
MOE-K	85443748	4118724	3/27/2012
Unfair Advantage	85112639	3947762	4/19/2011
MOE+	85443771	4115080	3/20/2012
UBR	85126505	3947912	4/19/2011
RVG	85126496	3947911	4/19/2011
MS4	85950814	4512633	4/08/2014

Mark	Application Number	Registration Number	Registration Date
MOE-K2	85785358	4511812	4/08/2014
Magpul Dynamics	85385132	4228694	10/23/2012
MBUS	77568892	3696887	10/13/2009
SPEEDPLATE	77962334	3856774	10/05/2010
PRS	77962411	3856775	7/20/2010
CTR	77962373	3864177	10/19/2010
MIAD	77942357	3856411	10/5/2010
B.A.D. Lever	77847133	3813473	7/6/2010
	77759447	3742132	1/26/2010

Mark	Application Number	Registration Number	Registration Date
MOE	77568991	3608686	4/21/2009
PMAG	77568944	3608684	4/21/2009
MAGPUL	77208409	3381306	2/12/2008
	75742369	2338725	4/04/2000
ASAP	77677475	3704670	11/3/2009
	88223414	5945846	12/24/2019
 MAGPUL	88043411	5690728	3/5/2019
PMAG D-50	88143745	5783740	6/18/2019
AFG	85126485	3957628	5/10/2011

Mark	Application Number	Registration Number	Registration Date
MAGPUL	88223388	5853434	9/3/2019
AFG	88228970	5787868	6/25/2019
DAKA	88290215	5853511	9/3/2019
	87252092	5531020	7/31/2018
AKA KOA	87251369	5408568	2/20/2018
M-LOK	88482019	6342328	5/4/2021