

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM744537

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TECHNICAL SOLUTIONS HOLDINGS, INC.		07/29/2022	Corporation: DELAWARE
ARGUS GROUP HOLDINGS, LLC		07/29/2022	Limited Liability Company: DELAWARE
REFLECTIVE APPAREL FACTORY, INC.		07/29/2022	Corporation: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Old National Bank, as Agent
<b>Street Address:</b>	8750 West Bryn Mawr, 13th Floor
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60631
<b>Entity Type:</b>	National Banking Association: UNITED STATES

## PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
<b>Registration Number:</b>	2933709	VEA VISIBILITY ENHANCED APPAREL
<b>Registration Number:</b>	2945529	PREMIER SAFETY & SERVICE
<b>Registration Number:</b>	2945528	PREMIER SAFETY & SERVICE, INC.
<b>Serial Number:</b>	90673684	RA REFLECTIVE APPAREL
<b>Serial Number:</b>	90673692	RA REFLECTIVE APPAREL
<b>Serial Number:</b>	90673695	RA
<b>Serial Number:</b>	90673696	RA
<b>Serial Number:</b>	97285053	WILDSPARK W
<b>Serial Number:</b>	97285044	WILDSPARK
<b>Serial Number:</b>	97285032	RAFLECT50
<b>Serial Number:</b>	97285038	RA 50 RAFLECT50
<b>Serial Number:</b>	97285059	WORK SAFE, PLAY SAFE

## CORRESPONDENCE DATA

Fax Number: 3124996701

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent*

TRADEMARK

*using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** (312) 499-6700  
**Email:** tapatterson@duanemorris.com  
**Correspondent Name:** Brian P. Kerwin  
**Address Line 1:** 190 South LaSalle Street, Suite 3700  
**Address Line 2:** Duane Morris LLP  
**Address Line 4:** Chicago, ILLINOIS 60603

<b>NAME OF SUBMITTER:</b>	Brian P. Kerwin
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<b>SIGNATURE:</b>	/Brian P. Kerwin/
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<b>DATE SIGNED:</b>	07/29/2022
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**Total Attachments: 9**

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**CONFIRMATORY GRANT  
OF SECURITY INTEREST IN INTELLECTUAL PROPERTY**

THIS **CONFIRMATORY GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY** (as amended, restated, supplemented or otherwise modified from time to time, this “**Confirmatory Grant**”), dated as of July 29, 2022, is made by **TECHNICAL SOLUTIONS HOLDINGS, INC.**, a Delaware corporation (“**Technical Solutions**”), **ARGUS GROUP HOLDINGS, LLC**, a Delaware limited liability company (“**Argus Group**”), **REFLECTIVE APPAREL FACTORY, INC.**, a Delaware corporation (“**Reflective Apparel**”); and together with Technical Solutions, Argus Group, and any other Subsidiaries of Technical Solutions, Argus Group, or Reflective Apparel that may from time to time hereafter become parties thereto as Borrowers (as defined in the Loan Agreement (as hereinafter defined)) pursuant to the terms and provisions of the Loan Agreement, are sometimes hereinafter referred to individually and collectively as “**Borrower**” and/or “**Borrowers**”), in favor of **OLD NATIONAL BANK**, as successor by merger to First Midwest Bank (together with its successors and assigns in such capacity, “**Agent**”).

**RECITALS**

**WHEREAS**, Borrower, the other Loan Parties thereto, the Guarantors party thereto from time to time, Agent and the financial institutions from time to time party thereto as lenders (each a “**Lender**” and collectively, the “**Lenders**”) are parties to that certain Loan and Security Agreement and Guaranty of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”), which provides for (i) Lenders to make certain loans to Borrower and (ii) the grant by the Loan Parties to Agent, on behalf of and for the benefit of itself and the Lenders, of a security interest in the Loan Parties’ assets, including, without limitation, its patents, patent applications and registrations, trademarks, trademark applications and registrations, trade names, copyrights and copyright registrations, service marks, service mark applications, all goodwill relating thereto and licenses, and all proceeds thereof, but excluding any “intent to use” trademark applications for which a statement of use has not been filed (but only until such statement is filed and has been accepted); and

**WHEREAS**, this Confirmatory Grant has been granted in conjunction with the security interest granted under the Loan Agreement to Agent, on behalf of and for the benefit of itself and the Lenders. The rights and remedies of Agent with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Loan Agreement and the other Financing Agreements, all terms and provisions of which are incorporated herein by reference.

**NOW, THEREFORE**, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Loan Party (intending to be legally bound) hereby agrees as follows:

1. **Incorporation of Loan Agreement.** The Loan 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 Loan Agreement.

2. Security Interest in Intellectual Property. To secure the complete satisfaction and payment and performance when due (or declared due in accordance with the terms of the Loan Agreement) of the Liabilities, each Loan Party hereby grants to Agent, on behalf of and for the benefit of itself and the Lenders, a continuing security interest (and hereby confirms its grant of a continuing security interest to Agent, on behalf of and for the benefit of itself and the Lenders under the Loan Agreement) in and to any and all of such Loan Party's right, title and interest in and to all of the following now owned and existing and hereafter arising, created or acquired property, wherever located (collectively, the "**Intellectual Property**"):

(i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on Exhibit A attached hereto and hereby made a part hereof, and (a) all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages, proceeds and payments now and hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (collectively, the "**Patents**"); and

(ii) trademarks, trademark registrations, trademark applications, trade names and tradestyles, brand names, service marks, service mark registrations and service mark applications, including, without limitation, the trademarks, trade names, brand names, service marks and applications and registrations thereof listed on Exhibit B attached hereto and hereby made a part hereof, and (a) all renewals or extensions thereof, (b) the goodwill of the Loan Parties' business connected with and symbolized thereby, (c) all income, royalties, proceeds, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (d) the right to sue for past, present and future infringements thereof, and (e) all rights corresponding thereto throughout the world, if any, excluding any "intent to use" trademark applications for which a statement of use has not been filed (but only until such statement is filed and has been accepted) (collectively, the "**Trademarks**"); and

(iii) copyrights, copyright registrations and copyright applications, used in the United States, including, without limitation, namely the copyright registrations and copyright applications listed on Exhibit C attached hereto and made a part hereof, and (a) renewals or extensions thereof, (b) all income, royalties, proceeds, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (collectively, the "**Copyrights**").

3. Effect on Loan Agreement. Each Loan Party acknowledges and agrees that this Confirmatory Grant is not intended to limit or restrict in any way the rights and remedies of Agent or any Lender under the Loan Agreement but rather is intended to be filed by Agent with the United States Patent and Trademark Office and, if applicable, the United States Copyright Office or Library of Congress in order to provide notice of Agent's security interest. Agent shall have, in addition to all other rights and remedies given it by the terms of this Confirmatory Grant and the Loan Agreement, all rights and remedies allowed by law, in equity, and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Illinois. In the event of a

conflict between the Loan Agreement and this Confirmatory Grant, the terms of the Loan Agreement shall control.

4. Release of Security Agreement. Upon the Payment In Full of the Liabilities and the termination of the Loan Agreement in accordance with its terms, this Confirmatory Grant shall terminate, and Agent shall execute and deliver any document reasonably requested by Loan Parties, at each Loan Party's joint and several cost and expense, as shall be necessary to evidence termination of the security interest granted by Loan Parties to Agent hereunder.

5. Severability. The provisions of this Confirmatory Grant are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Confirmatory Grant in any jurisdiction.

6. Modification. This Confirmatory Grant cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by Loan Parties and Agent; provided, however, Agent is permitted to amend the Schedules attached hereto in order to include new or additional Intellectual Property of Loan Parties after the date hereof (and make any subsequent filing or recordation to reflect such Intellectual Property as identified in Section 9 hereof).

7. Binding Effect; Benefits. This Confirmatory Grant shall be binding upon each Loan Party and their successors and permitted assigns, and shall inure to the benefit of Agent, its successors, nominees and assigns; provided, however, Loan Parties shall not assign this Confirmatory Grant or any of Loan Parties' Liabilities and obligations hereunder without the prior written consent of Agent.

8. Headings; Counterparts. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede. This Confirmatory Grant may be signed in one or more counterparts, but all of such counterparts taken together shall constitute and be deemed to be one and the same instrument. A signature hereto sent or delivered by facsimile or other electronic transmission (including ".pdf") shall be as legally binding and enforceable as a signed original for all purposes.

9. Further Assurances. Each Loan Party agrees to promptly and duly execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Agent shall reasonably request from time to time in order to carry out the purpose of this Confirmatory Grant and agreements set forth herein. Each Loan Party acknowledges that a copy of this Confirmatory Grant will be filed by Agent with the United States Patent and Trademark Office and, if applicable, the United States Copyright Office or Library of Congress, at the sole cost and expense of Loan Parties; and each Loan Party hereby authorizes the Commissioner for Patents and Trademarks and Register of Copyrights and any other applicable governmental officials to record and register this Confirmatory Grant upon request of or direction by Agent or its agent.

10. GOVERNING LAW. THIS CONFIRMATORY GRANT SHALL BE CONSTRUED IN ALL RESPECTS IN ACCORDANCE WITH, AND ENFORCED AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF ILLINOIS, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES.

[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned have duly executed this Confirmatory Grant of Security Interest in Intellectual Property in favor of Agent, as of the date first written above.

**TECHNICAL SOLUTIONS HOLDINGS, INC.**

By: Matthew J. DeLong  
Name: Matthew J. DeLong  
Its: Vice President

**ARGUS GROUP HOLDINGS, LLC**

By: Matthew J. DeLong  
Name: Matthew J. DeLong  
Its: Vice President

**REFLECTIVE APPAREL FACTORY, INC.**

By: Matthew J. DeLong  
Name: Matthew J. DeLong  
Its: Vice President

Agreed and Accepted:

**OLD NATIONAL BANK**, as successor by  
merger to First Midwest Bank

By: Jeffrey Skinner  
Name: Jeffrey Skinner  
Its: Senior Vice President



EXHIBIT A

PATENTS

**Patent Applications**

<b>Patent</b>	<b>Owner</b>	<b>Patent Type</b>	<b>Application Number</b>	<b>Filing Date</b>	<b>Jurisdiction</b>	<b>Status</b>
REFLECTIVE GARMENTS	REFLECTIVE APPAREL FACTORY, INC.	Design Patent	63/255,209	Oct. 13, 2021	US	Pending
REFLECTIVE PATTERN ON GARMENT	REFLECTIVE APPAREL FACTORY, INC.	Design Patent	29/811,708	October 15, 2021	US	Pending
REFLECTIVE PATTERN ON GARMENT	REFLECTIVE APPAREL FACTORY, INC.	Design Patent	29/830,821	March 15, 2022	US	Pending
REFLECTIVE PATTERN ON GARMENT	REFLECTIVE APPAREL FACTORY, INC.	Design Patent	29/830,834	March 15, 2022	US	Pending

**EXHIBIT B**  
**TRADEMARKS**

<b>Trademark</b>	<b>Owner</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Jurisdiction</b>
VEA VISIBILITY ENHANCED APPAREL	REFLECTIVE APPAREL FACTORY, INC.	2,933,709	March 15, 2005	US
PREMIER SAFETY & SERVICE (and Design)	ARGUS GROUP HOLDINGS, LLC	2,945,529	May 3, 2005	US
PREMIER SAFETY & SERVICE	ARGUS GROUP HOLDINGS, LLC	2,945,528	May 3, 2005	US

**Trademark Applications**

<b>Trademark</b>	<b>Owner</b>	<b>Application Number</b>	<b>Application Date</b>	<b>Jurisdiction</b>	<b>Status</b>
RA REFLECTIVE APPAREL	REFLECTIVE APPAREL FACTORY, INC.	90673684	April 27, 2021	US	Pending - Intent to use
RA REFLECTIVE APPAREL	REFLECTIVE APPAREL FACTORY, INC.	90673692	April 27, 2021	US	Pending - Intent to use
RA	REFLECTIVE APPAREL FACTORY, INC.	90673695	April 27, 2021	US	Pending - Intent to use
RA	REFLECTIVE APPAREL FACTORY, INC.	90673696	April 27, 2021	US	Pending - Intent to use
WILDSPARK W	REFLECTIVE APPAREL FACTORY, INC.	97285053	February 25, 2022	US	Pending- Intent to Use
WILDSPARK	REFLECTIVE APPAREL FACTORY, INC.	97285044	February 25, 2022	US	Pending- Intent to Use
RAFLECT50	REFLECTIVE APPAREL FACTORY, INC.	97285032	February 25, 2022	US	Pending- Intent to Use
RA 50 RAFLECT50	REFLECTIVE APPAREL FACTORY, INC.	97285038	February 25, 2022	US	Pending- Intent to Use
WORK SAFE, PLAY SAFE	REFLECTIVE APPAREL FACTORY, INC.	97285059	February 25, 2022	US	Pending- Intent to Use

EXHIBIT C  
COPYRIGHTS

None.