

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM745076

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mace Security International, Inc.		07/29/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Fifth Third Bank, National Association		
Street Address:	600 Superior Avenue		
City:	Cleveland		
State/Country:	OHIO		
Postal Code:	44114		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 29			
Property Type	Number	Word Mark	
Registration Number:	6163629	GUARD ALASKA	
Registration Number:	6456660	IT'S ONLY REAL IF IT'S GOT THE SEAL AUTH	
Registration Number:	6456659	MACE	
Registration Number:	6068573	MACE	
Registration Number:	5122521	VIGILANT PERSONAL PROTECTION SYSTEMS	
Registration Number:	6713569	MTS	
Registration Number:	4963464	KEY GUARD	
Registration Number:	4941167	HOT PINK	
Registration Number:	4122325	MACEALERT	
Registration Number:	4119079	MACEPRO	
Registration Number:	4119078	MACEVIEW	
Registration Number:	3064607	PEPPER GEL	
Registration Number:	2909279	TAKE DOWN	
Registration Number:	3964147	TORNADO	
Registration Number:	3909940	NIGHT DEFENDER	
Registration Number:	3811829	TORNADO	
Registration Number:	3808019	MACE	
Registration Number:	3568302	MACE PEPPER GUN	
Registration Number:	2890851	MACE	
		TRADEMARK	

CH \$740.00 6163629

Property Type	Number	Word Mark
Registration Number:	2301311	TG GUARD
Registration Number:	1734010	PEPPERGARD
Registration Number:	2093478	EASY WATCH
Registration Number:	1909927	MACE
Registration Number:	2010600	MACE
Registration Number:	1756068	SCREECHER
Registration Number:	1728582	MUZZLE
Registration Number:	0888911	MACE
Serial Number:	97235953	POCKET HERO
Serial Number:	97235906	CHAMELEON

CORRESPONDENCE DATA

Fax Number: 2025339099

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: 2024678800

Email: mcgoodwin@vorys.com

Correspondent Name: Vorys, Sater, Seymour and Pease LLP

Address Line 1: P.O. Box 2255 -- IPLaw@Vorys

Address Line 2: Attn: Laura T. Geyer

Address Line 4: Columbus, OHIO 43216

NAME OF SUBMITTER:	Laura T. Geyer
SIGNATURE:	/Laura T. Geyer/
DATE SIGNED:	08/01/2022

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of July 29, 2022 (the "Effective Date"), is entered into by and between **MACE SECURITY INTERNATIONAL, INC.**, a Delaware corporation ("Grantor"), whose principal place of business and mailing address is 4400 Carnegie Avenue, Cleveland, Ohio 44103 and **FIFTH THIRD BANK, NATIONAL ASSOCIATION**, for itself and as agent for each Affiliate of Fifth Third Bancorp (hereinafter collectively, "Secured Party"), having an office at 600 Superior Avenue, Cleveland, Ohio 44114, and is as follows:

WITNESSETH

Grantor is indebted to Secured Party pursuant to that certain Revolving Note, dated December 1, 2021, in the original principal amount of \$3,000,000.00 (as amended, restated, supplemented or otherwise modified from time to time, the "Note") and the other Loan Documents. This Agreement is executed in connection with that certain Amended and Restated Security Agreement (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), dated as of the Effective Date, by and among Grantor and Secured Party. Capitalized terms used, but not defined, herein shall have the meanings assigned to them in the Security Agreement or the Note, as applicable.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants and, as applicable, re-grants to Secured Party a continuing security interest in and to, and Lien on, all of Grantor's right, title and interest in and to (whether now owned or hereafter acquired) (collectively, the "Trademark Collateral"):

(a) all of its now or in the future owned or existing trademarks, service marks, trademark or service mark registrations, trade names, and trademark or service mark applications (exclusive, for purposes only of this Agreement, of any Intent to Use Applications, as defined below), including each mark, registration, and application listed on Schedule I attached hereto and made a part hereof (the property in this item (a) being collectively, the "Trademarks");

(b) all renewals of each of the Trademarks;

(c) all income, royalties, damages and payments now and in the future due or payable under or with respect to any and all Trademarks, including damages and payments for past or future infringements of any and all Trademarks;

(d) all rights to sue for past, present and future infringements of any and all Trademarks;

(e) all rights corresponding to each of the Trademarks throughout the world;

(f) all rights of Grantor as licensor or licensee under, and with respect to, trademarks, service marks, trade names, and trademark and service mark applications;

(g) together, in each case, with the goodwill of Grantor's business connected with the use of, and symbolized by, the foregoing; and

(h) all books, records, supporting obligations, cash and non-cash proceeds of any and all of the foregoing.

Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement is intended to be, or may be construed to be, an assignment of any application to register any trademark or service mark based on any intent to use filed by, or on behalf of, Grantor (“Intent to Use Applications”), and any Intent to Use Applications are specifically excluded from the Trademark Collateral for purposes of this Agreement; provided that, upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), any such Intent to Use Application shall automatically be considered Trademark Collateral.

The security interest and Lien hereby granted shall secure the full, prompt and complete payment and performance of the Obligations (as defined in the Note). Grantor hereby irrevocably authorizes Secured Party to file with the United States Patent and Trademark Office a copy of this Agreement, and any amendments thereto, and any other document which may be required by the United States Patent and Trademark Office.

This Agreement shall be deemed to be a contract made under and governed by the internal laws of the State of Ohio (without reference to Ohio conflicts of law principles). If any provision of this Agreement is found invalid by a court of competent jurisdiction, the invalid term will be considered excluded from this Agreement and will not invalidate the remaining provisions of this Agreement. SECURED PARTY AND GRANTOR HEREBY WAIVE THE RIGHT TO TRIAL BY JURY OF ANY MATTERS ARISING OUT OF THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

All of the uncapitalized terms contained in this Agreement which are now or hereafter defined in the Uniform Commercial Code (the “Code”) will, unless the context expressly indicates otherwise, have the meanings provided for now or hereafter in the Code, as such definitions may be enlarged or expanded from time to time by amendment or judicial decision. The definition of any document, instrument or agreement includes all schedules, attachments and exhibits thereto and all renewals, extensions, supplements, restatements and amendments thereof. All schedules, exhibits or other attachments to this Agreement are incorporated into, and are made and form an integral part of, this Agreement for all purposes.

As used in this Agreement, “hereunder”, “herein”, “hereto”, “this Agreement” and words of similar import refer to this entire document; “including” is used by way of illustration and not by way of limitation, unless the context clearly indicates the contrary; the singular includes the plural and conversely; and any action required to be taken by Grantor is to be taken promptly, unless the context clearly indicates the contrary.

The description of the Trademark Collateral in this Agreement does not in any way limit the description of, or Secured Party’s Lien on, the Collateral, or any of the Secured Party’s rights or remedies respecting the Collateral. Without limiting the generality of the foregoing, (i) all of the covenants, representations, warranties, terms and provisions of the Note and Security Agreement applicable to the Collateral are hereby incorporated into this Agreement mutatis mutandis and made applicable to all of the Trademark Collateral as if fully rewritten herein, (ii) the Trademark Collateral will be “Collateral” for all purposes of the Security Agreement, and (iii) this Agreement is not in any way intended, nor may it be construed, to replace, impair, extinguish or otherwise adversely affect the creation, attachment, perfection or priority of the security interests and other Liens granted to, or held by, Secured Party under the Security Agreement or any other Loan Document, which security interests and other Liens, Grantor, by this Agreement, acknowledges, reaffirms and confirms to Secured Party.

If there is any conflict, ambiguity, or inconsistency, in Secured Party’s judgment, between the terms of this Agreement and any of the other Loan Documents, then the applicable terms and provisions,

in Secured Party's judgment exercised in good faith, providing Secured Party with the greater rights, remedies, powers, privileges, or benefits will control.

This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same agreement after each of the parties hereto have executed and delivered this Agreement. This Agreement may be signed by facsimile signatures or other electronic delivery of an image file reflecting the execution hereof, and, if so signed: (i) may be relied on by each party as if the document were a manually signed original and (ii) will be binding on each party for all purposes.

[Signature Page Follows]

IN WITNESS WHEREOF, Secured Party and Grantor, intending to be legally bound, have executed and delivered this Agreement as of the Effective Date.

GRANTOR:

MACE SECURITY INTERNATIONAL, INC.
(SEAL)

DocuSigned by:
By: Sanjay Singh
Name: Sanjay Singh
Title: Chief Executive Officer

SECURED PARTY:

FIFTH THIRD BANK, NATIONAL ASSOCIATION

By: _____
Josh R. Slattery, Vice President

SIGNATURE PAGE TO
TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 007808 FRAME: 0325

IN WITNESS WHEREOF, Secured Party and Grantor, intending to be legally bound, have executed and delivered this Agreement as of the Effective Date.

GRANTOR:

MACE SECURITY INTERNATIONAL, INC.
(SEAL)

By: _____
Name: Sanjay Singh
Title: Chief Executive Officer

SECURED PARTY:

FIFTH THIRD BANK, NATIONAL ASSOCIATION


By: Josh Slattery
Josh R. Slattery, Vice President

SIGNATURE PAGE TO
TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 007808 FRAME: 0326

**SCHEDULE I
TRADEMARKS**

U.S. Trademarks

Ref.	Mark	Serial Number	Filing Date	Registration Number	Registration Date	Liens / Sec. Interest
1	POCKET HERO	97235953	01/24/2022	NA	NA	None
2	CHAMELEON	97235906	01/24/2022	NA	NA	None
3	GUARD ALASKA	88836044	03/16/2020	6163629	09/29/2020	None
4		88737844	12/23/2019	6456660	08/17/2021	None
5		88737833	12/23/2019	6456659	08/17/2021	None
6	MACE	88675287	10/31/2019	6068573	06/02/2020	None
7	VIGILANT PERSONAL PROTECTION SYSTEMS	87038206	05/16/2016	5122521	01/17/2017	None
8	MTS	87816660	03/01/2018	6713569	04/26/2022	None
9	KEY GUARD	86751267	09/09/2015	4963464	05/24/2016	None
10	HOT PINK	86751145	09/09/2015	4941167	04/19/2016	None
11	MACEALERT	85018519	04/20/2010	4122325	04/03/2012	None
12	MACEPRO	85018492	04/20/2010	4119079	03/27/2012	None
13	MACEVIEW	85018290	04/20/2010	4119078	03/27/2012	None
14	PEPPER GEL	78491663	09/29/2004	3064607	02/28/2006	None
15	TAKE DOWN	78278867	07/25/2003	2909279	12/07/2004	None
16		77900867	12/24/2009	3964147	05/24/2011	None
17	NIGHT DEFENDER	77892862	12/14/2009	3909940	01/25/2011	None
18	TORNADO	77700456	03/26/2009	3811829	06/29/2010	None
19		77689274	03/12/2009	3808019	06/22/2010	None
20	MACE PEPPER GUN	77262910	08/23/2007	3568302	01/27/2009	None
21	MACE	76502323	03/28/2003	2890851	10/05/2004	None
22	TG GUARD	75349830	09/02/1997	2301311	12/21/1999	None
23	PEPPERGARD	74148810	03/18/1991	1734010	11/17/1992	None
24	EASY WATCH	74694142	06/26/1995	2093478	09/02/1997	1
25	MACE	74541060	06/22/1994	1909927	08/08/1995	None
26	MACE	74534476	06/07/1994	2010600	10/22/1996	None
27	SCREECHER	74175968	06/14/1991	1756068	03/02/1993	None
28	MUZZLE	74155862	04/10/1991	1728582	10/27/1992	None
29	MACE	72291549	02/21/1968	0888911	04/07/1970	2

TRADEMARK

RECORDED: 08/01/2022

REEL: 007808 FRAME: 0327