

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM788680

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	Trademark Security Agreement
RESUBMIT DOCUMENT ID:	900740848

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JET EQUIPMENT & TOOLS LTD.		12/28/2022	Federal Canadian Corporation: CANADA

RECEIVING PARTY DATA

Name:	GOLUB CAPITAL MARKETS LLC, as Administrative Agent and Collateral Agent
Street Address:	666 Fifth Avenue, 18th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10103
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Serial Number:	87640577	PIONEER ESTABLISHED/DEPUIS 1887
Serial Number:	87640551	PIONEER
Serial Number:	87454126	BE SMART. BE SAFE. BE SURE.
Serial Number:	86889042	SW SUREWERX
Serial Number:	86889014	SUREWERX
Registration Number:	5300646	PIONEER RANPRO
Registration Number:	5246614	PIONEER
Registration Number:	4993743	PIONEER
Registration Number:	5256620	STARTECH
Registration Number:	5192098	RANPRO
Registration Number:	4104965	FLAME-GARD
Registration Number:	3556140	RANPRO
Registration Number:	0823971	STRONGARM
Registration Number:	5630251	INSU-LINE
Registration Number:	5584039	PIONEER
Registration Number:	5584040	PIONEER ESTABLISHED/DEPUIS 1887
Registration Number:	6055888	BE SMART. BE SAFE. BE SURE.

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	6829920	SUREWERX
Registration Number:	6857219	SUREWERX
Registration Number:	6857221	SW SUREWERX
Registration Number:	6829921	SW SUREWERX
Serial Number:	90370377	SUREWERX
Serial Number:	90370216	SW SUREWERX

CORRESPONDENCE DATA

Fax Number:

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: 8004945225

Email: ipteam@cogencyglobal.com

Correspondent Name: JAY DASILVA

Address Line 1: 1025 CONNECTICUT AVE., NW, STE. 712

Address Line 2: COGENCY GLOBAL INC.

Address Line 4: WASHINGTON, D.C. 20036

ATTORNEY DOCKET NUMBER: 1867807 TM B

NAME OF SUBMITTER: Jai Malhotra

SIGNATURE: /Jai Malhotra/

DATE SIGNED: 02/22/2023

Total Attachments: 13

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TRADEMARK SECURITY AGREEMENTS

THIS TRADEMARK SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this "Agreement") is made as of December 28, 2022, by **JET EQUIPMENT & TOOLS LTD.**, a federal Canadian corporation ("Grantor"), in favour of **GOLUB CAPITAL MARKETS LLC**, in its capacity as administrative agent and collateral agent for the Lenders party to the Credit Agreement (defined below) (together with its successors and assigns in such capacity, "Grantee");

WITNESSETH:

WHEREAS, Grantee, the Lenders from time to time party thereto, SUREWERX PURCHASER II, INC., a Delaware corporation, as Holdings, and SUREWERX PURCHASER III, INC., a Delaware corporation, as borrower (the "Borrower") are parties to that certain Credit Agreement dated as of the date hereof (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), providing for extensions of credit to be made to the Borrower by the Lenders (capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings ascribed to such terms in the Credit Agreement or, if not defined in the Credit Agreement, then as defined in the Security Agreement (as defined below)); and

WHEREAS, pursuant to the terms of that certain Security and Pledge Agreement (Canada) dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among Grantor, Grantee, and the other Persons party thereto as "Grantors" thereunder, Grantor has granted to Grantee, for the benefit of itself and the Lenders, a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned or existing and hereafter acquired Trademarks, Trademark registrations and Trademark applications (excluding any "intent to use" Trademark applications under United States law for which a statement of use or amendment to allege use has not been filed with the U.S. Patent and Trademark Office (but only until such statement or amendment is accepted by the U.S. Patent and Trademark Office)), and all proceeds thereof, to secure the payment of the Obligations.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee, to secure the payment of the Obligations, a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) each Trademark registration and Trademark application owned by Grantor, including, without limitation, the Trademark registrations and Trademark applications referred to in **Schedule 1** annexed hereto;
- (2) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement,

misappropriation, dilution, violation or impairment of any Trademark registration owned by Grantor including, without limitation, the Trademark registrations referred to in **Schedule 1** annexed hereto and the Trademark registrations issued with respect to the Trademark applications referred to in **Schedule 1** annexed hereto.

The security interests granted hereunder are granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee 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. In the event of any conflict between any provision of this Agreement and the Security Agreement, the Security Agreement shall govern.

THIS AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE PROVINCE OF ONTARIO AND THE FEDERAL LAWS OF CANADA APPLICABLE THEREIN, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

This Agreement constitutes a Loan Document. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

(Signature Pages Follow)

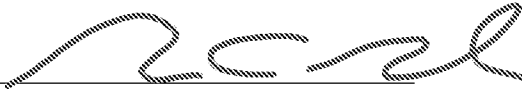
IN WITNESS WHEREOF, the Grantor has duly executed this Agreement as of the day and year first hereinabove set forth.

JET EQUIPMENT & TOOLS LTD.

By: DocuSigned by: Derek Lim
0000037ECC087MBF...
Name: Derek Lim
Title: Director

Agreed and Accepted:

GOLUB CAPITAL MARKETS LLC
as Collateral Agent

By: 

Name: Marc C. Robinson

Title: Senior Managing Director

SCHEDULE 1

Trademark Applications

MARK	APPLN NO.	FILED	REGN NO.	REGN DATE	OWNER	STATUS
INSU-LINE	87009609	4/21/16			Jet Equipment & Tools Ltd.	Pending
PIONEER ESTABLISHED/DEPUIS 1887	87640577	10/10/17			Jet Equipment & Tools Ltd./Equipment & Outillage Jet Ltee	Pending
PIONEER	87640551	10/10/17			Jet Equipment & Tools Ltd./Equipment & Outillage Jet Ltee	Pending
BE SMART. BE SAFE. BE SURE.	87454126	5/17/17			Jet Equipment & Tools Ltd.	Pending
SW SUREWERX	86889042	1/27/16			Jet Equipment & Tools Ltd.	Pending
SUREWERX	86889014	1/27/16			Jet Equipment & Tools Ltd.	Pending

COUNTRY	MARK	APPLN NO.	FILED	REGN NO.	REGN DATE	OWNER	STATUS
Canada	SW Logo CompuMark Trademark: SW	2068938	12/07/20			Jet Equipment & Tools Ltd. / Equipment & Outillage Jet Ltee	Pending
Canada	SUPER CHOP & Design	1986658	09/25/19			Jet Equipment & Tools Ltd. / Equipment & Outillage Jet Ltee	Pending

Trademark Registrations

MARK	APPLN NO.	FILED	REGN NO.	REGN DATE	OWNER	STATUS
PIONEER RANPRO	87360513	3/6/17	5300646	10/3/17	Jet Equipment & Tools Ltd / Outillage Jet Ltee	Registered
PIONEER	86012065	7/16/13	5246614	7/18/17	Jet Equipment & Tools Ltd / Equipment & Outillage Jet Ltee	Registered
PIONEER	86012062	7/16/13	4993743	7/5/16	Jet Equipment & Tools Ltd. / Equipment & Outillage Jet Ltee	Registered
STARTECH	86363314	8/11/14	5256620	8/1/17	Jet Equipment & Tools Ltd.	Registered
RANPRO	86778254	10/5/15	5192098	4/25/17	Jet Equipment & Tools Ltd. / Equipment & Outillage Jet Ltee	Registered
FLAME-GARD	85349683	6/17/11	4104965	2/28/12	Jet Equipment & Tools Ltd.	Registered
RANPRO	77329417	11/13/07	3556140	1/6/09	Jet Equipment & Tools Ltd.	Registered
STRONGARM	72221244	6/16/65	823971	2/14/67	Jet Equipment & Tools Ltd.	Registered

COUNTRY	MARK	APPLN NO.	FILED	REGN NO.	REGN DATE	OWNER	STATUS
Canada	SNAPPER	1150451	8/21/02	TMAA603623	3/1/04	Jet Equipment & Tools Ltd. / Equipment & Outillage Jet Ltee	Registered
Canada	RANPRO	0458998	9/19/80	TMAA264837	12/4/81	Jet Equipment & Tools Ltd. / Equipment & Outillage Jet Ltee	Registered
Canada	RANPRO SELECT	1388640	3/25/08	TMAA738908	4/28/09	Jet Equipment & Tools Ltd. / Equipment & Outillage Jet Ltee	Registered
Canada	POWERXTREME	1640419	8/21/13	TMAA914122	9/15/15	Jet Equipment & Tools Ltd.	Registered

COUNTRY	MARK	APPLN NO.	FILED	REGN NO.	REGN DATE	OWNER	STATUS
Canada	JET	0670335	11/9/90	TMA400808	7/31/92	Jet Equipment & Tools Ltd.	Registered
Canada	AIRLOK	1679453	6/2/14	TMA971065	5/16/17	Jet Equipment & Tools Ltd. / Equipment & Outillage Jet Ltee	Registered
Canada	SUNBURST	1388637	3/25/08	TMA747162	9/9/09	Jet Equipment & Tools Ltd. / Equipment & Outillage Jet Ltee	Registered
Canada	ELEMENT FR	1251522	3/16/05	TMA666484	6/23/06	Jet Equipment & Tools Ltd. / Equipment & Outillage Jet Ltee	Registered
Canada	RANGER	0495496	11/29/82	TMA284155	10/14/83	Jet Equipment & Tools Ltd. / Equipment & Outillage Jet Ltee	Registered
Canada	AIR LOK	1621718	4/9/13	TMA913051	9/3/15	Jet Equipment & Tools Ltd. / Equipment & Outillage Jet Ltee	Registered
Canada	CA-43	1213203	4/6/04	TMA635504	3/17/05	Jet Equipment & Tools Ltd. / Equipment & Outillage Jet Ltee	Registered
Canada	DRYKING	0716542	11/9/92	TMA417979	10/08/93	Jet Equipment & Tools Ltd. / Equipment & Outillage Jet Ltee	Registered
Canada	90° NORTH & design	1230418	9/7/04	TMA643660	7/6/05	Jet Equipment & Tools Ltd. / Equipment & Outillage Jet Ltee	Registered
Canada	UTILL-GARD	1223505	7/8/04	TMA643500	7/5/05	Jet Equipment & Tools Ltd. / Equipment & Outillage Jet Ltee	Registered
Canada	JET & DESIGN	0671332	11/9/90	TMA416560	9/10/93	Jet Equipment & Tools Ltd.	Registered

COUNTRY	MARK	APPLN NO.	FILED	REGN NO.	REGN DATE	OWNER	STATUS
Canada	RED SNAPPER	0439968	5/23/79	TN1A246965	6/20/80	Jet Equipment & Tools Ltd. / Equipment & Outillage Jet Ltee	Registered
Canada	JET	0665206	8/24/90	TMA393573	1/31/92	Jet Equipment & Tools Ltd.	Registered
Canada	AIRLOK ULTRA	1679456	6/2/14	TMA971057	5/16/17	Jet Equipment & Tools Ltd. / Equipment & Outillage Jet Ltee	Registered
Canada	STATEX	1566823	3/1/12	TMA852229	5/31/13	Jet Equipment & Tools Ltd. / Equipment & Outillage Jet Ltee	Registered
Canada	TORQUE DRIVE	0885284	7/22/98	TMA548727	7/26/01	Jet Equipment & Tools Ltd.	Registered
Canada	JET	0286591	1/2/65	TMA142126	10/1/65	Jet Equipment & Tools Ltd. / Equipment & Outillage Jet Ltee	Registered
Canada	STORM MASTER Design	1454662	10/1/09	TMA801083	6/29/11	Jet Equipment & Tools Ltd. / Equipment & Outillage Jet Ltee	Registered
Canada	POWERBLEND	0716973	11/17/92	TMA428980	6/17/94	Jet Equipment & Tools Ltd.	Registered
Canada	PIONEER	0647584	12/21/89	TMA429802	7/1/94	Jet Equipment & Tools Ltd. / Equipment & Outillage Jet Ltee	Registered
Canada	CHINOOK	0465936	2/24/81	TMA265012	12/11/81	Jet Equipment & Tools Ltd. / Equipment & Outillage Jet Ltee	Registered
Canada	POWER BRAND	0322779	5/28/69	TMA 168766	4/2/70	Jet Equipment & Tools Ltd. / Equipment & Outillage Jet Ltee	Registered

COUNTRY	MARK	APPLN NO.	FILED	REGN NO.	REGN DATE	OWNER	STATUS
Canada	StarTech	1664230	2/18/14	TMAA928536	2/9/16	Jet Equipment & Tools Ltd.	Registered
Canada	DYNAFLOW	1447809	8/11/09	TMAA775366	8/24/10	Jet Equipment & Tools Ltd. / Equipment & Outillage Jet Ltee	Registered
Canada	AIRCO Design	1245534	1/27/05	TMAA711277	4/8/08	Jet Equipment & Tools Ltd.	Registered
Canada	POWERFLEX	0785823	6/22/95	TMAA497095	7/6/98	Jet Equipment & Tools Ltd.	Registered
Canada	TRAIL-PAK	0282043	5/1/64	TMAA139480	3/12/65	Jet Equipment & Tools Ltd. / Equipment & Outillage Jet Ltee	Registered
Canada	STORM MASTER	1454660	10/1/09	TMAA800568	6/22/11	Jet Equipment & Tools Ltd. / Equipment & Outillage Jet Ltee	Registered
Canada	SUPER CHOP	1170774	3/11/03	TMAA622823	10/19/04	Jet Equipment & Tools Ltd.	Registered
Canada	FR-TECH	1689127	8/11/14	TMAA959489	1/6/17	Jet Equipment & Tools Ltd.	Registered
Canada	EURO-WEAR	1617464	3/8/13	TMAA928675	2/10/16	Jet Equipment & Tools Ltd. / Equipment & Outillage Jet Ltee	Registered
Canada	SUMO	0760841	8/3/94	TMAA447786	9/15/95	Jet Equipment & Tools Ltd.	Registered
Canada	JET-KUTT	0651686	2/23/90	TMAA380193	2/15/91	Jet Equipment & Tools Ltd. / Equipment & Outillage Jet Ltee	Registered
Canada	FLASH-GARD	1199488	12/12/03	TMAA631611	1/31/05	Jet Equipment & Tools Ltd. / Equipment & Outillage Jet Ltee	Registered

COUNTRY	MARK	APPLN NO.	FILED	REGN NO.	REGN DATE	OWNER	STATUS
Canada	STRONGARM Design	0289324	5/11/65	TMA145578	6/3/66	Jet Equipment & Tools Ltd.	Registered
Canada	StarTech	1683765	7/3/14	TMA911449	8/17/15	Jet Equipment & Tools Ltd.	Registered
Canada	90° NORTH	1228952	8/30/04	TMA643877	7/8/05	JET Equipment & Tools Ltd. / Equipment & Outillage Jet Ltee	Registered
Canada	ARC-GARD	1071056	8/15/00	TMA564105	6/27/02	JET Equipment & Tools Ltd. / Equipment & Outillage Jet Ltee	Registered
Canada	JET Design	0775796	2/20/95	TMA473061	3/19/97	Jet Equipment & Tools Ltd.	Registered
Canada	POWER PLUS	0665227	8/27/90	TMA390973	11/29/91	JET Equipment & Tools Ltd. / Equipment & Outillage Jet Ltee	Registered
Canada	FLAME-GARD	0408045	3/7/77	TMA233364	6/1/79	JET Equipment & Tools Ltd. / Equipment & Outillage Jet Ltee	Registered
Canada	HV OPTEK	1388651	3/25/08	TMA747161	9/9/09	JET Equipment & Tools Ltd. / Equipment & Outillage Jet Ltee	Registered
Canada	JET & Design	0818951	7/25/96	TMA508305	2/22/99	Jet Equipment & Tools Ltd.	Registered
Canada	DRY GEAR	0741708	11/22/93	TMA437415	12/23/94	JET Equipment & Tools Ltd. / Equipment & Outillage Jet Ltee	Registered
Canada	INSU-LINE	1777046	4/12/16	TMA994194	4/11/18	Jet Equipment & Tools Ltd.	Registered
Canada	KHYBER	1650371	11/1/13	TMA906283	6/12/15	JET Equipment & Tools Ltd. / Equipment & Outillage Jet Ltee	Registered

COUNTRY	MARK	APPLN NO.	FILED	REGN NO.	REGN DATE	OWNER	STATUS
Canada	DEFENDER	1228951	8/30/04	TMA643911	7/8/05	JET Equipment & Tools Ltd. / Equipment & Outillage Jet Ltee	Registered
Canada	BENCHSTAR & Design	0818952	7/25/96	TMA520265	12/3/99	Jet Equipment & Tools Ltd.	Registered
Canada	CLIPPER	0447226	11/27/79	TMA283228	9/16/83	JET Equipment & Tools Ltd. / Equipment & Outillage Jet Ltee	Registered
Canada	PETRO-GARD	1071057	8/15/00	TMA574285	1/23/03	JET Equipment & Tools Ltd. / Equipment & Outillage Jet Ltee	Registered
Canada	STRONGARM Design	1039319	12/10/99	TMA555564	12/17/01	Jet Equipment & Tools Ltd.	Registered
Canada	JET & Design	0775795	2/20/95	TMA472886	3/18/97	Jet Equipment & Tools Ltd.	Registered
Canada	RAINSHIELD	0462089	11/26/80	TMA267050	3/5/82	JET Equipment & Tools Ltd. / Equipment & Outillage Jet Ltee	Registered
Canada	I.T.C.	0357565	10/4/72	TMA196934	1/25/74	Jet Equipment and Tools Ltd.	Registered
Canada	ITC	0425367	5/29/78	TMA237658	11/30/79	Jet Equipment and Tools Ltd.	Registered
Canada	ITC & Design	0425286	5/26/78	TMA239721	2/8/80	Jet Equipment and Tools Ltd.	Registered
Canada	SUREWERX & Design	1761038	12/23/15	TMA1088194	11/20/20	JET Equipment & Tools Ltd./Equipment & Outillage Jet Ltee	Registered
Canada	SUREWERX	1759186	12/11/15	TMA1088193	11/20/20	JET Equipment & Tools Ltd./Equipment & Outillage Jet Ltee	Registered

COUNTRY	MARK	APPLN NO.	FILED	REGN NO.	REGN DATE	OWNER	STATUS
Canada	PIONEER & Design CompuMark Trademark: PIONEER ESTABLISHED/DEPUIS 1887	1845973	7/5/17	TMA1086398	10/28/20	JET Equipment & Tools Ltd./Equipment & Outillage Jet Ltee	Registered
	Cross References: PIONEER ESTABLISHED/DEPUIS 1887						
Canada	PIONEER RANPRO Design	1823957	2/22/17	TMA1012070	01/03/19	Jet Equipment & Tools Ltd.	Registered
Canada	BE SMART. BE SAFE. BE SURE.	1835058	4/28/17	TMA1070329	01/21/20	Jet Equipment & Tools Ltd./Equipment & Outillage Jet Ltee	Registered
US	FLAME-GARD	85/349683	6/17/2011	4104965	2/28/2012	Jet Equipment & Tools Ltd.	
US	INSU-LINE	87/009690	4/21/2016	5630251	12/18/2018	Jet Equipment & Tools Ltd.	
US	PIONEER	86/012062	7/16/2013	4993743	7/05/2016	Jet Equipment & Tools Ltd.	
US	PIONEER	87/640551	10/10/2017	5584039	10/16/2018	Jet Equipment & Tools Ltd.	
US	PIONEER & Design	87/640577	10/10/2017	5584040	10/16/2018	Jet Equipment & Tools Ltd.	
US	PIONEER & Design	86/012065	7/16/2013	5246614	7/18/2017	Jet Equipment & Tools Ltd.	
US	PIONEER RANPRO Design	87/360513	3/06/2017	5300646	10/03/2017	Jet Equipment & Tools Ltd.	
US	RANPRO	86/778254	10/05/2015	5192098	4/25/2017	Jet Equipment & Tools Ltd.	
US	STARTECH	86/363314	8/11/2014	5256620	8/01/2017	Jet Equipment & Tools Ltd.	

COUNTRY	MARK	APPLN NO.	FILED	REGN NO.	REGN DATE	OWNER	STATUS
US	STRONGARM Design	72/221244	6/16/1965	0823971	2/14/1967	Jet Equipment & Tools Ltd.	
US	BE SMART. BE SAFE. BE SURE.	87/454126	5/17/2017	6055888	5/19/2020	Jet Equipment & Tools Ltd.	
US	SUREWEX	86/889014	1/27/2016	6829920	8/30/2022	Jet Equipment & Tools Ltd.	
US	SUREWEX	90/370377	4/04/2022	N/A	N/A	Jet Equipment & Tools Ltd.	
US	SUREWEX	90/977041	4/04/2022	6857219	9/27/2022	Jet Equipment & Tools Ltd.	
US	SUREWEX & Design	90/977094	4/04/2022	6857221	9/27/2022	Jet Equipment & Tools Ltd.	
US	SUREWEX & Design	86/889042	1/27/2016	6829921	8/30/2022	Jet Equipment & Tools Ltd.	
US	SUREWEX & Design	90/370216	4/04/2022	N/A	N/A	Jet Equipment & Tools Ltd.	

TRADEMARK

REEL: 007977 FRAME: 0076

RECORDED: 12/28/2022