

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM822283

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Gearcor LLC		07/06/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Audax Private Debt LLC, as Collateral Agent		
Street Address:	101 Huntington Avenue, 25th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02199		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3904324	GEARCOR	
CORRESPONDENCE DATA			
Fax Number:	3129939767		
<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:	13129932622		
Email:	gayle.grocke@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	330 N. Wabash Avenue		
Address Line 2:	Suite 2800		
Address Line 4:	Chicago, ILLINOIS 60611		
ATTORNEY DOCKET NUMBER:	062955-0077		
NAME OF SUBMITTER:	Gayle D. Grocke		
SIGNATURE:	/gdg/		
DATE SIGNED:	07/06/2023		
Total Attachments: 6			
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Trademark Security Agreement

Trademark Security Agreement, dated as of July 6, 2023, by GMES LLC, Gearcor LLC and Vista Systems, LLC (individually, a “**Pledgor**,” and, collectively, the “**Pledgors**”), in favor of AUDAX PRIVATE DEBT LLC, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity and together with any successors in such capacity, the “**Collateral Agent**”).

WITNESSETH:

WHEREAS, the Pledgors are party to a Security Agreement, dated as of July 6, 2023 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor (the “**Trademark Collateral**”):

- (a) Trademarks of such Pledgor, including those listed on Schedule I attached hereto;
- (b) all goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (in each case, other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the payment in full (other than contingent indemnification and expense reimbursement obligations for which not claim has been asserted or that not then due) of the Secured Obligations and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[signature page follows]

IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

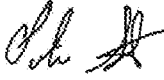
Very truly yours,

**GMES LLC
GEARCOR LLC
VISTA SYSTEMS, LLC**

By: Michael Mattingly
Name: Michael Mattingly
Title: Chief Financial Officer, Treasurer and
Secretary

Accepted and Agreed:

AUDAX PRIVATE DEBT LLC,
as Collateral Agent

By:  _____


Name: Peter Stern

Title: Authorized Signatory

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations

Mark	App. No./Reg. No.	App. Date/Reg. Date	Owner
BE SAFE. DO MORE	87/232,345	November 10, 2016	GMES LLC
	5,284,243	September 12, 2017	
CLIMB HIGHER	86/196,692	February 18, 2014	GMES LLC
	4,806,444	September 8, 2015	
CLIMB HIGHER	86/225,496	March 19, 2014	GMES LLC
	4,786,807	August 4, 2015	
COLUMBIA SAFETY	87/232,336	November 10, 2016	GMES LLC
	5,284,242	September 12, 2017	
	87/232,356	November 10, 2016	GMES LLC
	5,289,259	September 19, 2017	
GEAR EXPERTS	87/231,463	November 9, 2016	GMES LLC
	5,268,062	August 15, 2017	
	86/196,735	February 18, 2014	GMES LLC
	4,911,828	March 8, 2016	
GME SUPPLY CO	86/196,701	February 18, 2014	GMES LLC
	4,911,827	March 8, 2016	
	88/567,858	August 6, 2019	GMES LLC
	6,001,796	March 3, 2020	
WESTFALL PRO	88/567,842	August 6, 2019	GMES LLC
	6,001,793	March 3, 2020	
GEARCOR	85/052,913	June 2, 2010	Gearcor LLC
	3,904,324	Jan 11, 2011	
SAFETY LMS	90/479,564	January 21, 2021	Vista Systems, LLC

Mark	App. No./Reg. No.	App. Date/Reg. Date	Owner
	6,734,842	May 24, 2022	
	90/479,898	January 21, 2021	Vista Systems, LLC
	6,734,843	May 24, 2022	