

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM372099

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Prime-Line Products Company		01/15/2016	CORPORATION: CALIFORNIA
Sentry Supply LLC		01/15/2016	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	3 Park Plaza, Suite 900		
City:	Irvine		
State/Country:	CALIFORNIA		
Postal Code:	92614		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	4363818	MAKE 2 FIT	
Registration Number:	4682587	GRIP STRIP	
Registration Number:	4227526	PRECISION SCREEN & SECURITY PRODUCTS	
Registration Number:	4092285	DEFENDER SECURITY	
Registration Number:	2745273	THE SCREEN PROS	
Registration Number:	3383458	CHILD SAFE	
Registration Number:	3374658	DEFENDER	
Registration Number:	3195510	MAKE 2 FIT	
Registration Number:	3190696	SLIDE-CO	
Registration Number:	3216802	HANDYMAN SPRINGS	
Registration Number:	3175878	PRIME-LINE	
Registration Number:	3155899	RZ-50	
Registration Number:	3161432	DEFENDER SECURITY	
Registration Number:	3877167	BACTRAC	
Registration Number:	3669697	PLPCI	
Registration Number:	1101948	SEGAL	
Registration Number:	0769910	SEGAL	

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CORRESPONDENCE DATA**Fax Number:** 2027393001*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:** 202-739-3000**Email:** jennifer.evans@morganlewis.com**Correspondent Name:** Morgan, Lewis & Bockius LLP**Address Line 1:** 1111 Pennsylvania Avenue, NW**Address Line 4:** Washington, D.C. 20004**ATTORNEY DOCKET NUMBER:** 066397-0584**NAME OF SUBMITTER:** Jennifer C. Evans**SIGNATURE:** /jce/**DATE SIGNED:** 02/04/2016**Total Attachments: 8**

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made as of January 15, 2016, by and among PRIME-LINE PRODUCTS COMPANY, a California corporation (the "Company"), SENTRY SUPPLY LLC, a Delaware limited liability company ("Sentry" and, together with Company, each a "Grantor", and collectively, the "Grantors"), and JPMorgan Chase Bank, N.A., (the "Lender").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), by and among the Grantors and the Lender, the Lender has agreed to make certain financial accommodations available to the Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the Lender is willing to make the financial accommodations to the Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that the Grantors shall have executed and delivered to the Lender, on behalf of the Secured Parties, that certain Pledge and Security Agreement, dated as of the date hereof (including all exhibits thereto, as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the "Security Agreement");

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

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

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each 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. Each Grantor hereby pledges, collaterally assigns and grants to the Lender, on behalf of the Secured Parties, to secure the prompt and complete payment and performance of the Secured Obligations, a security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such 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 service mark registrations and applications for registration thereof listed on Schedule I;
 - (b) all renewals of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, the foregoing;

(d) all rights to sue for past, present, and future infringements thereof; and

(e) all products and proceeds (as that term is defined in the UCC) of the foregoing, including all income, royalties, damages, claims and payments now or hereafter due or payable under and with respect thereto, including damages and payments for past and future infringements thereof.

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

4. **SECURITY AGREEMENT.** The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to the Lender, on behalf of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Lender 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 Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. **AUTHORIZATION TO SUPPLEMENT.** If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Each Grantor hereby authorizes the Lender unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of such Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Lender's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. **COUNTERPARTS.** This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission (e.g. via email in portable document file format) shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. This Trademark Security Agreement is a Loan Document.

7. **CHOICE OF LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS (AND NOT THE LAW OF CONFLICTS) OF THE STATE OF CALIFORNIA, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.**

8. **MISCELLANEOUS. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CONSENT TO JURISDICTION, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTIONS 8.17 AND 8.18 OF**

**THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN
BY THIS REFERENCE, MUTATIS MUTANDIS.**

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

PRIME-LINE PRODUCTS COMPANY,
a California corporation

By: *Ronald F. Turk*
Name: Ronald F. Turk
Title: CEO

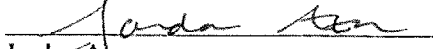
SENTRY SUPPLY LLC,
a Delaware limited liability company

By: *Ronald F. Turk*
Name: Ronald F. Turk
Title: CEO

[Signature page to Trademark Security Agreement]

LENDER:

JPMORGAN CHASE BANK, N.A.

By: 
Name: Jordan Azar
Title: Authorized Officer

[Signature page to Trademark Security Agreement]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

See attached.

Prime-Line Trademark Schedule

No.	Lien/Status	Owner	Trademark	Serial No. / Reg. No.	File Date / Reg. Date
1.	Filed	Prime-Line Products Company	PRIME-LINE (4) Standard Character Mark	86006639	07/10/2013
2.	Registered	Prime-Line Products Company	MAKE 2 FIT (4) Standard Character Mark	4363818	04/23/2013 07/09/2013
3.	Filed	Prime-Line Products Company	GRIP STRIP (4) Standard Character Mark	85964399 Reg. #4682587	06/19/2013 Reg. Date: 02/03/2015
4.	Registered	Prime-Line Products Company	PRECISION SCREEN & SECURITY PRODUCTS (4) Standard Character Mark	4227526	10/16/2012
5.	Registered	Prime-Line Products Company	DEFENDER SECURITY (4) Standard Character Mark	4092285	01/24/2012
6.	Registered	Prime-Line Products Company	THE SCREEN PROS (1) Typed Drawing	2745273	07/29/2003
7.	Registered	Prime-Line Products Company	CHILD SAFE (4) Standard Character Mark	3383458	02/12/2008
8.	Registered	Prime-Line Products Company	DEFENDER (4) Standard Character Mark	3374658	01/29/2008
9.	Registered	Prime-Line Products Company	MAKE 2 FIT (4) Standard Character Mark	3195510	01/09/2007
10.	Registered	Prime-Line Products Company	SLIDE-CO (4) Standard Character Mark	3190696	01/02/2007
11.	Registered	Prime-Line Products Company	HANDYMAN SPRINGS (4) Standard Character Mark	3216802	03/13/2007

No.	Lien/Status	Owner	Trademark	Serial No. / Reg. No.	File Date / Reg. Date
12.	Registered	Prime-Line Products Company	PRIME-LINE (4) Standard Character Mark	3175878	11/28/2006
13.	Registered	Prime-Line Products Company	RZ-50 (4) Standard Character Mark	3155899	10/17/2006
14.	Registered	Prime-Line Products Company	DEFENDER SECURITY (4) Standard Character Mark	3161432	10/24/2006
15.	Registered	Prime-Line Products Company	BACTRAC (4) Standard Character Mark	3877167	11/16/2010
16.	Registered	Prime-Line Products Company	PLPCI (4) Standard Character Mark	3669697	08/18/2009
17.	Registered Assignment 1 Reel/Frame 0504/0543 09/03/1985 Assignment 2 Reel/Frame 3734/0923 03/10/2008 Assignment 3 Reel/Frame 3798/0606 06/13/2008	Prime-Line Products Company	SEGAL (3) Design Plus Words, Letters and/or Numbers	1101948	09/12/1978
18.	Registered Assignment 1 Reel/Frame 0504/0543 09/03/1985 Assignment 2 Reel/Frame 3734/0923 03/10/2008 Assignment 3 Reel/Frame 3798/0606 06/13/2008	Prime-Line Products Company	SEGAL (3) Design Plus Words, Letters and/or Numbers	0769910	05/19/1964