

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM424265

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KINCO, LLC		03/23/2017	Limited Liability Company: OREGON
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 Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 25			
Property Type	Number	Word Mark	
Registration Number:	5111943	1927KW	
Registration Number:	4451219	KYLON	
Registration Number:	4451218	CUTFLECTOR	
Registration Number:	3297963	DRAYLON	
Registration Number:	3222975	ALYESKA	
Registration Number:	3314803	THERMOTRILE	
Registration Number:	2821121		
Registration Number:	3870116	AXEMAN	
Registration Number:	3601958	REDUCE YOUR CARBON HAND PRINT	
Registration Number:	3515087	XTREMEGRIP!	
Registration Number:	3431851	SLIPNOT!	
Registration Number:	2711183	WARM GRIP	
Registration Number:	2464363	AQUANOT!	
Registration Number:	2363934	1927	
Registration Number:	2259475	BLACK SABRE	
Registration Number:	1824196	KINCO	
Registration Number:	1856575	WOOLY BOOLY	
Registration Number:	1460714	HEATKEEP	
Registration Number:	1434539	PIG-TIG	
TRADEMARK			

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Property Type	Number	Word Mark
Registration Number:	1433609	RAZORBACK
Registration Number:	1390642	VULCAN
Registration Number:	1274944	BLUE SABRE
Registration Number:	1186831	RED SABRE
Registration Number:	1566923	FROST BREAKER
Registration Number:	1463655	WARMTEX

CORRESPONDENCE DATA

Fax Number: 2253433076

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.

Email: docket-ip@mcglinchey.com

Correspondent Name: MCGLINCHEY STAFFORD, PLLC

Address Line 1: 301 MAIN STREET, 14TH FLOOR

Address Line 4: BATON ROUGE, LOUISIANA 70801

NAME OF SUBMITTER:	CHRISTOPHER S. NICHOLS
SIGNATURE:	/CHRISTOPHER S. NICHOLS/
DATE SIGNED:	04/19/2017

Total Attachments: 8
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TRADEMARK SECURITY AGREEMENT
(Kinco, LLC)

THIS TRADEMARK SECURITY AGREEMENT (“Agreement”), dated as of March 23, 2017, is between Kinco, LLC, an Oregon limited liability company (the “Debtor”), and JPMorgan Chase Bank, N.A., a national banking association (the “Secured Party”), and is executed pursuant to that certain Amended and Restated Credit Agreement, dated concurrently herewith, among the Debtor, each other Person at any time party thereto as a Loan Party, and the Secured Party (as such agreement may be amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”).

Recitals:

In accordance with the terms of the Credit Agreement, pursuant to that certain Amended and Restated Security Agreement, dated as of March 23, 2017, between the Debtor and the Secured Party (as such agreement may be amended, restated, supplemented, or otherwise modified from time to time, the “Security Agreement”), the Debtor has granted to the Secured Party a lien and security interest in all General Intangibles (as defined in the Security Agreement) of the Debtor including, without limitation, all of the Debtor’s right, title, and interest in, to, and under all now owned and hereafter acquired Trademarks (as defined below), together with the goodwill of the business symbolized by the Debtor’s Trademarks, and Trademark Licenses (as defined below), and all products and proceeds thereof, to secure the payment of the Secured Obligations (as defined in the Credit Agreement).

Agreement:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Debtor hereby grants and assigns to the Secured Party a continuing security interest, lien, and collateral assignment in all of the Debtor’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) (a) (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, service marks, logos, other business identifiers, prints and labels on which any of the foregoing appear, all registrations and recordings thereof, and all applications in connection therewith, including registrations, recordings, and applications in the United States Patent and Trademark Office or in any similar office or agency of the U.S., any state thereof, or any other country or any political subdivision thereof, and excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment, or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such intent-to-use applications or the validity or enforceability of registrations issuing from such intent-to-use applications
- (ii) all reissues, extensions, and renewals thereof, (iii) all income, royalties, damages, and payments now or hereafter relating to or payable under any of the foregoing, including, without limitation, damages or payments for past or future infringements of any of the

foregoing, (iv) the right to sue for past, present, and future infringements of any of the foregoing; (v) all rights corresponding to any of the foregoing throughout the world, and (vi) all goodwill associated with and symbolized by any of the foregoing; in each case, whether now owned or hereafter acquired by the Debtor (all of such items in this clause (a) being referred to herein collectively as the “Trademarks”); (b) any written agreement now or hereafter in existence where the Debtor grants to another any right to use any Trademark (“Trademark License”); (c) each trademark registration (“Trademark Registration”); and (d) each trademark application (“Trademark Application”) (including each Trademark, Trademark Registration, and Trademark Application referred to in Schedule 1 annexed hereto, together with the goodwill of the business symbolized thereby, and excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment, or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such intent-to-use applications or the validity or enforceability of registrations issuing from such intent-to-use applications);

(2) each Trademark License, to the extent allowable under the applicable license agreement; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by the Debtor against third parties for past, present, or future (a) infringement, dilution, or breach of any Trademark, Trademark Registration, Trademark Application, or Trademark License (including, without limitation, any Trademark, Trademark Registration, or Trademark Application referred to in Schedule 1 annexed hereto, any Trademark License of any Trademark, Trademark Registration, or Trademark Application referred to in Schedule 1 annexed hereto, and any Trademark Registration issued pursuant to a Trademark Application referred to in Schedule 1 annexed hereto), or (b) injury to the goodwill associated with any Trademark, Trademark Registration, or Trademark Application.

The lien and security interest contained in this Agreement is granted in conjunction with the liens and security interests granted to the Secured Party pursuant to the Security Agreement.

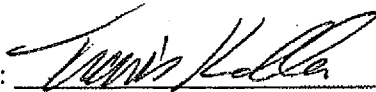
The Debtor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the liens and security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Signature Page Follows]

IN WITNESS WHEREOF, the Debtor has caused this Agreement to be duly executed by its duly authorized officer effective as of the date set forth above.

DEBTOR:

KINCO, LLC

By: 
Travis Kindler
President

SECURED PARTY:

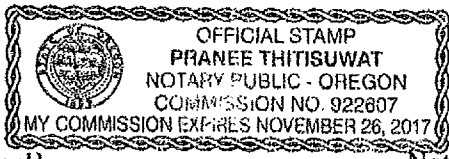
JPMORGAN CHASE BANK, N.A.

By: Rebecca J. Martin
Rebecca J. Martin
Authorized Officer

ACKNOWLEDGMENT

STATE OF Oregon)
)
COUNTY OF Multnomah)

This instrument was acknowledged before me this 23rd day of March, 2017, by Travis Kindler, as President of Kinco, LLC, an Oregon limited liability company, on behalf of such company.



{Seal}

Pranee Thitisuwat
Notary Public in and for the State of Oregon

My commission expires: Nov. 26, 2017

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange)

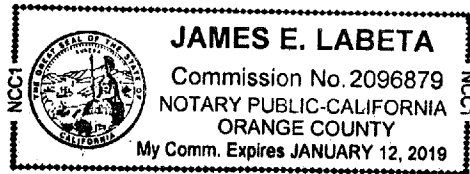
On March 23, 2017 before me, James E. Labeta, Notary Public
(insert name and title of the officer)

personally appeared Rebecca J Martin,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____



(Seal)

Schedule 1
to
Trademark Security Agreement

Trademarks

Owner of Record	Country of Registration	Trademark	Serial No.	Registration No.	Filing/Registration Date	Type of Mark
Kinco, LLC	US	1927KW	86567224	5111943	March 17, 2015 / January 3, 2017	Word
Kinco, LLC	US	KYLON	85920782	4451219	May 1, 2013 / December 17, 2013	Word
Kinco, LLC	US	CUTFLECTOR	85920767	4451218	May 1, 2013 / December 17, 2013	Word
Kinco, LLC	US	DRAYLON	78924426	3297963	July 7, 2006 / September 25, 2007	Word
Kinco, LLC	US	ALYESKA	78902134	3222975	June 6, 2006 / March 27, 2007	Word
Kinco, LLC	US	THERMOTRILE	78946839	3314803	August 6, 2006 / October 16, 2007	Word
Kinco, LLC	US	GLOVE DESIGN (NO WORDS)	78155056	2821121	August 16, 2002 / March 9, 2004	Design
Kinco, LLC	US	AXEMAN	77969471	3870116	March 26, 2010 / November 2, 2010	Word
Kinco, LLC	US	REDUCE YOUR CARBON HAND PRINT	77556257	3601958	August 26, 2008 / April 7, 2009	Word
Kinco, LLC	US	XTREMEGRIP!	77287092	3515087	September 24, 2007 / October 14, 2008	Word
Kinco, LLC	US	SLIPNOT!	77015833	3431851	October 6, 2006 / May 20, 2008	Word + Design
Kinco, LLC	US	WARM GRIP	76417853	2711183	June 7, 2002 / April 29, 2003	Word
Kinco, LLC	US	AQUANOT!	75660269	2464363	March 15, 1999 / October 26, 2001	Word
Kinco, LLC	US	1927	75587751	2363934	November 12, 1998 / July 4, 2000	Word
Kinco, LLC	US	BLACK SABRE + DESIGN	75492263	2259475	May 28, 1998 / July 6, 1999	Word + Design
Kinco, LLC	US	KINCO	74354332	1824196	February 1, 1993 / March 1, 1994	Word
Kinco, LLC	US	WOOLY BOOLY + DESIGN	74300330	1856575	August 3, 1992 / October 4, 1994	Word + Design
Kinco, LLC	US	HEATKEEP	73639130	1460714	January 12, 1987 / October 13, 1987	Word
Kinco, LLC	US	PIG-TIG + DESIGN	73593491	1434539	April 14, 1986 /	Word + Design

Owner of Record	Country of Registration	Trademark	Serial No.	Registration No.	Filing/ Registration Date	Type of Mark
					March 31, 1987	
Kinco, LLC	US	RAZORBACK + DESIGN	73549178	1433609	July 22, 1985 / March 24, 1987	Word + Design
Kinco, LLC	US	VULCAN + DESIGN	73559956	1390642	September 24, 1985 / April 22 1986	Word + Design
Kinco, LLC	US	BLUE SABRE + DESIGN	73410985	1274944	January 26, 1983 / April 24, 1984	Word + Design
Kinco, LLC	US	RED SABRE + DESIGN	73169397	1186831	May 8, 1978 / January 19, 1982	Word + Design
Kinco, LLC	US	FROST BREAKER + DESIGN	73786497	1566923	March 13, 1989 / November 21, 1989	Word + Design
Kinco, LLC	US	WARMTEX	73641419	1463655	January 27, 1987 / November 3 1987	Word