

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM718498

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Crowd Control Warehouse LLC		04/01/2022	Limited Liability Company: DELAWARE
Trafford Industrial LLC		04/01/2022	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Apogem Capital LLC, as Agent
Street Address:	227 W. Monroe Street
Internal Address:	Suite 5400
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	5779520	CCW
Registration Number:	4687530	CROWD CONTROL WAREHOUSE
Registration Number:	3424866	CROWD CONTROL WAREHOUSE
Registration Number:	5905293	ANGRY BULL
Registration Number:	5916732	ANGRYCART
Registration Number:	5979640	MONTOUR LINE
Registration Number:	5916730	ANGRYCADE
Registration Number:	5916733	ANGRYJACKET
Registration Number:	5916731	ANGRYBOSS
Serial Number:	90897632	TRAFFORD INDUSTRIAL

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: 3128637141

Email: kristen.lange@goldbergekohn.com

TRADEMARK

REEL: 007678 FRAME: 0432

900685375

OP \$265.00 5779520

Correspondent Name: Kristen N. Lange, Paralegal
Address Line 1: c/o Goldberg Kohn Ltd.
Address Line 2: 55 E. Monroe Street, Suite 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER: 4975.425

NAME OF SUBMITTER: Kristen N. Lange

SIGNATURE: /kristenlange/

DATE SIGNED: 04/01/2022

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of April 1, 2022, by CROWD CONTROL WAREHOUSE LLC, a Delaware limited liability company and TRAFFORD INDUSTRIAL LLC, a Delaware limited liability company (each a "Grantor", and collectively "Grantors"), in favor of APOGEM CAPITAL LLC, as successor by assignment to Madison Capital Funding LLC, in its capacity as Agent (together with its successors and assigns in such capacity, "Agent") for Lenders (as hereinafter defined).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of even date herewith by and among BRIMAR INDUSTRIES, LLC, a New Jersey limited liability company ("Borrower"), the other Loan Parties from time to time party thereto, Agent and the financial institutions ("Lenders") from time to time party thereto (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Agent and Lenders have agreed to make Loans and to issue Letters of Credit for the benefit of Borrower;

WHEREAS, Agent and Lenders are willing to make the Loans and to issue Letters of Credit as provided for in the Credit Agreement, but only upon the condition, among others, that each Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders and their Affiliates, that certain Guarantee and Collateral Agreement dated as of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Collateral Agreement"); and

WHEREAS, pursuant to the Collateral Agreement, each Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

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 capitalized terms used but not otherwise defined herein have the meanings given to them in the Collateral Agreement or, if not defined therein, the Credit Agreement, as applicable.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. To secure the Secured Obligations, each Grantor hereby grants to Agent, for its benefit and for the ratable benefit of Lenders and their Affiliates, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (exclusive of any below-mentioned licenses which, by their terms do not permit the assignment thereof, but solely to the extent that such anti-assignment provisions are effective under the Uniform Commercial Code) (collectively, the "Trademark Collateral"):

(a) all of its registered Trademarks and Trademark Licenses set forth on Schedule I hereto;

(b) subject to the Collateral Agreement, all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(c) subject to the Collateral Agreement, all proceeds of the foregoing, including, without limitation, any claim by any Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any such Trademark License or (ii) injury to the goodwill associated with any Trademark.

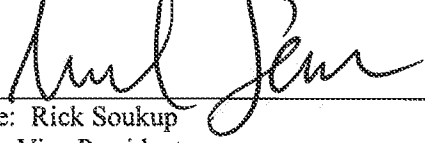
3. COLLATERAL AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any inconsistency, ambiguity or conflict between this Trademark Security Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall control.

4. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new Trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. such Grantor shall give prompt notice in writing to Agent with respect to any such new Trademark or renewal or extension of any Trademark registration. Without limiting the Grantors' obligations under this Section, each Grantor hereby authorizes Agent 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 Agent's continuing first priority security interest in all Trademark Collateral, whether or not listed on Schedule I.

[signature page follows]

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

CROWD CONTROL WAREHOUSE LLC, as Grantor

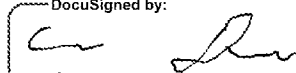
By: 
Name: Rick Soukup
Title: Vice President

TRAFFORD INDUSTRIAL LLC, as Grantor

By: 
Name: Rick Soukup
Title: Vice President

ACCEPTED AND ACKNOWLEDGED BY:

APOGEM CAPITAL LLC,
as Agent

DocuSigned by:

By: _____
Name: Craig D. Dugan
Title: Director

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademarks and Trademark Applications

MARK	SERIAL NUMBER	STATUS	REGISTRATION NUMBER	REGIS. DATE	OWNER INFORMATION
CCW	88149455	Live	5779520	06/18/2019	Crowd Control Warehouse LLC
CROWD CONTROL WAREHOUSE	86278174	Live	4687530	02/17/2015	Crowd Control Warehouse LLC
CROWD CONTROL WAREHOUSE	77190281	Live	3424866	05/06/2008	Crowd Control Warehouse LLC
Angry Bull	88310514	Live	5905293	11/05/2019	Crowd Control Warehouse LLC
AngryCart	88310500	Live	5916732	11/19/2019	Crowd Control Warehouse LLC
MONTOUR LINE	88348521	Live	5979640	02/04/2020	Crowd Control Warehouse LLC
AngryCade	88310458	Live	5916730	11/19/2019	Crowd Control Warehouse LLC
AngryJacket	88310509	Live	5916733	11/19/2019	Crowd Control Warehouse LLC
ANGRYBOSS	88310475	Live	5916731	11/19/2019	Crowd Control Warehouse LLC
Trafford Industrial	90/897632	Live	N/A	N/A	Trafford Industrial LLC

Trademark Licenses

None.