

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM379779

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fire Facilities, Inc.		03/31/2016	Corporation: WISCONSIN
RECEIVING PARTY DATA			
Name:	TCF National Bank		
Street Address:	1036 W. Juneau Avenue		
Internal Address:	Suite 500		
City:	Milwaukee		
State/Country:	WISCONSIN		
Postal Code:	53233		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	2037665	WESTEMP	
Registration Number:	2060127	FIRE FACILITIES, INC.	
Registration Number:	2068088	FIRE FACILITIES, INC.	
Registration Number:	2070900	FIRE FACILITIES, INC.	
Registration Number:	2085227	FIRE FACILITIES INC	
Registration Number:	2144984	FIRE FACILITIES INC	
Registration Number:	2189558	WESCO	
Registration Number:	2222995	FIRE FACILITIES INC	
Registration Number:	2259449	LIGHT IT. CLIMB IT. AXE IT. SOAK IT. THE	
Registration Number:	3046594	WESTEC	
Registration Number:	3710906	FIRE FACILITIES	
Registration Number:	3710907	FIRE FACILITIES	
Registration Number:	3710908	FIRE FACILITIES	
Registration Number:	4148196	FIRE FACILITIES	
CORRESPONDENCE DATA			
Fax Number:	4125621041		
<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>			

CH \$365.00 2037665

Phone: 412-562-1637
Email: vicki.cremonese@bipc.com
Correspondent Name: Michael L. Dever
Address Line 1: 301 Grant Street
Address Line 2: 20th Floor
Address Line 4: Pittsburgh, PENNSYLVANIA 15219

ATTORNEY DOCKET NUMBER: 0086366-000004

NAME OF SUBMITTER: Michael L. Dever

SIGNATURE: /Michael L. Dever/

DATE SIGNED: 04/07/2016

Total Attachments: 5

source=TCF national bank-fire facilities trademark security agreement#page1.tif

source=TCF national bank-fire facilities trademark security agreement#page2.tif

source=TCF national bank-fire facilities trademark security agreement#page3.tif

source=TCF national bank-fire facilities trademark security agreement#page4.tif

source=TCF national bank-fire facilities trademark security agreement#page5.tif

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (as the same may be amended, modified or supplemented from time to time pursuant to the terms hereof, this “**Agreement**”), dated as of this 31st day of March, 2016, is made by FIRE FACILITIES, INC., a Wisconsin corporation (“**Grantor**”), with its principal place of business and mailing address at 314 Wilburn Road, Sun Prairie, Wisconsin 53590, in favor of TCF NATIONAL BANK (the “**Lender**”), with its mailing address at 1036 W. Juneau Avenue, Suite 500, Milwaukee, Wisconsin 53233, and its successors and assigns.

PRELIMINARY STATEMENTS

A. Grantor, the other Borrowers as named therein, and the Lender are parties to a Credit Agreement dated as of the date hereof (such Credit Agreement, as amended or modified from time to time, including amendments and restatements thereof in its entirety, being hereinafter referred to as the “**Credit Agreement**”), pursuant to which the Lender has agreed, subject to certain terms and conditions, to extend credit and make certain other financial accommodations available to the Borrowers defined therein.

B. As a condition to the execution and delivery of the Credit Agreement, the Lender has required, among other things, that each of the Grantor and the other Borrowers (each a “**Debtor**” and collectively the “**Debtors**”) grant to the Lender a lien on and security interest in the personal property of such Debtor.

C. The Debtors and the Lender are parties to a General Security Agreement dated as of the date hereof (such General Security Agreement, as amended or modified from time to time, including amendments and restatements thereof in its entirety, being hereinafter referred to as the “**Security Agreement**”), pursuant to which each Debtor has granted a lien on and security interest in the personal property of such Debtor as described therein.

D. Capitalized terms used herein without definition are used as defined in the Credit Agreement and Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lender to enter into the Credit Agreement and to induce the Lenders to make its extensions of credit to the Grantor thereunder, the parties agree as follows:

1. **Grant of Security Interest.** Grantor hereby grants to the Lender a Lien on and continuing security interest in, all of its right, title and interest in, to and under the following Collateral (the “**Trademark Collateral**”):

(i) all of its trademarks and trademark applications, including, without limitation, each trademark and trademark application listed on Schedule A hereto, and all renewals and extensions of the foregoing;

(ii) all goodwill of the business connected with the use of, and symbolized by, each such trademark and trademark application; and

(iii) all income, royalties and proceeds of the foregoing at any time due or payable or asserted under and with respect to the foregoing, including without limitation any claim by Grantor against third parties for damages by reason of past, present or future infringement of any trademark or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Secured Obligations of the Borrowers as set out in and defined in the Security Agreement.

2. **Terms of Security Agreement Incorporated by Reference.** The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Lender pursuant to the Security Agreement and the Grantor hereby acknowledges and agrees 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. In the event of a conflict between the provisions of this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

3. **Grantor Remains Liable.** Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its trademarks and trademark applications subject to a security interest hereunder.

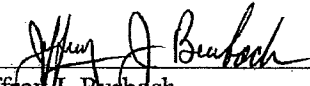
4. **Counterparts.** This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

5. **Governing Law.** This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Wisconsin.

[SIGNATURE PAGE TO FOLLOW]

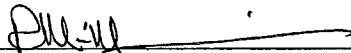
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed as of the date and year first written above.

FIRE FACILITIES, INC., as Grantor

By: 
Name: Jeffrey J. Bulbach
Title: CEO and President




Accepted and agreed to as of the date and year first written above.

TCF NATIONAL BANK, as Lender

By: 
Name: Russell P. McMinn
Title: Senior Vice President

SCHEDULE A

U.S. Trademark Registrations

<u>Grantor</u>	<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
Fire Facilities, Inc.	WESTEMP	February 11, 1997	2,037,665
Fire Facilities, Inc.	FIRE FACILITIES, INC.	May 6, 1997	2,060,127
Fire Facilities, Inc.	FIRE FACILITIES, INC.	June 3, 1997	2,068,088
Fire Facilities, Inc.	FIRE FACILITIES, INC.	June 10, 1997	2,070,900
Fire Facilities, Inc.	 FIRE FACILITIES INC	August 5, 1997	2,085,227
Fire Facilities, Inc.	 FIRE FACILITIES INC	March 17, 1998	2,144,984
Fire Facilities, Inc.	WESCO	September 15, 1998	2,189,558
Fire Facilities, Inc.	 FIRE FACILITIES INC	February 9, 1999	2,222,995
Fire Facilities, Inc.	LIGHT IT. CLIMB IT. AXE IT. SOAK IT. THEN, DO IT AGAIN.	July 6, 1999	2,259,449
Fire Facilities, Inc.	WESTEC	January 17, 2006	3,046,594
Fire Facilities, Inc.	FIRE FACILITIES	November 17, 2009	3,710,906
Fire Facilities, Inc.	FIRE FACILITIES	November 17, 2009	3,710,907
Fire Facilities, Inc.	FIRE FACILITIES	November 17, 2009	3,710,908
Fire Facilities, Inc.	FIRE FACILITIES	May 29, 2012	4,148,196