

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM407326

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NitroFill, LLC		12/01/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	TCF National Bank		
Street Address:	71 S Wacker Drive Ste 2110		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3217001	NITROFILL	
Registration Number:	4603282	NITROSHIELD	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	jbleskin@schiffhardin.com		
Correspondent Name:	Jennifer Bleskin		
Address Line 1:	233 S Wacker Dr Ste 6600		
Address Line 4:	Chicago, ILLINOIS 60606		
NAME OF SUBMITTER:	Jennifer Bleskin		
SIGNATURE:	/s/ Jennifer Bleskin		
DATE SIGNED:	12/01/2016		
Total Attachments: 5			
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EXECUTION VERSION

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of December 1, 2016, is made by NitroFill, LLC, a Delaware limited liability company (the "Company"), in favor of TCF National Bank (the "Lender").

RECITALS

WHEREAS, the Company, NitroFill Group, Inc., a Delaware corporation ("Holdings"), NitroFill Acquisition, LLC, a Delaware limited liability company ("Parent"), Besser Industrial Tools, LLC, a Delaware limited liability company ("Besser"), Vehicle Safety Solutions, LLC, a Florida limited liability company ("VSS"; the Company, Besser and VSS are referred to herein, collectively, as the "Borrowers" and, individually, as a "Borrower"; Holdings, Parent and Borrowers are referred to herein, collectively, as "Obligors" and, individually, as an "Obligor"), and the Lender are parties to a Credit Agreement dated as of December 1, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which the Lender has agreed to make certain loans to Borrowers;

WHEREAS, the Obligors and the Lender are parties to a Security Agreement dated as of December 1, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"); and

WHEREAS, pursuant to the terms of the Credit Agreement and the Security Agreement, the Company has granted to the Lender a security interest in substantially all the assets of the Company, including, with the exception of the Excluded Property (as such term is defined in the Security Agreement), all right, title and interest of the Company in, to and under all now existing and hereafter arising service marks, trademarks, trademark or service mark registrations, trademark or service mark applications and trade names, all renewals thereof, all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto arising in favor of the Company, and the goodwill of the Company's business connected with and symbolized thereby, to secure the payment and performance in full of all amounts owing by the Company under the Credit Agreement and the other Financing Agreements (as defined in the Credit Agreement);

NOW, THEREFORE, in consideration of the mutual agreements set forth herein and in the Credit Agreement, the Company hereby grants to the Lender a security interest in all of the Company's right, title and interest in and to the following, whether now existing or hereafter arising:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, and all renewals thereof, together with the goodwill of the Company's business connected with and symbolized thereby;
- (2) all license agreements with any other Person or Persons with respect to any service marks, trademarks, trademark or service mark registrations, trademark or

service mark applications and trade names, whether the Company is a licensor or licensee under any such license agreements, and, subject to the terms of such licenses, the right to prepare for sale, sell and advertise for sale, all inventory now or hereafter owned by the Company and now or hereafter covered by such licenses; and

- (3) all products and proceeds of the foregoing, including, without limitation, all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto arising in favor of the Company (items 1 through 3 being herein collectively referred to as the "Trademark Collateral");

provided, however, that there shall be excluded from the foregoing grant of security interest all Excluded Property (as such term is defined in the Security Agreement).

This security interest is granted in conjunction with the security interests granted to the Lender pursuant to the Credit Agreement and the Security Agreement and is subject to limitations set forth therein. In the event of any conflict between any provision of this Agreement and any provision of the Credit Agreement or the Security Agreement, the Credit Agreement or the Security Agreement, respectively, will govern. Each of the Company and the Lender 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 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 Company has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

NITROFILL, LLC

By: 

Name: Jay Lighter

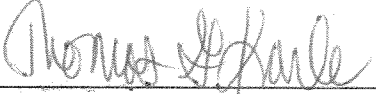
Title: Chief Executive Officer

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 005932 FRAME: 0717

Acknowledged and agreed to:

TCF NATIONAL BANK

By: 

Name: Thomas G. Karle

Title: Senior Vice President

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 005932 FRAME: 0718

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

Name	Registration Number	Registration Date	Owner
NitroFill	3,217,001	13 March 2007	Nitrofill, LLC
NITROSHIELD	4,603,282	09 September 2014	Nitrofill, LLC

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