TRADEMARK ASSIGNMENT COVER SHEET

ETAS ID: TM305085 Electronic Version v1.1

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TIDI Securement Products, LLC		05/20/2014	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Madison Capital Funding LLC, as Agent	
Street Address:	30 South Wacker Drive, Suite 3700	
City:	Chicago	
State/Country:	ILLINOIS	
Postal Code:	60606	
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3384149	GRIP-LOK

CORRESPONDENCE DATA

Fax Number: 3129021061

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: 312.577.8034

oscar.ruiz@kattenlaw.com Email:

Oscar Ruiz c/o Katten Muchin Rosenman **Correspondent Name:**

Address Line 1: 525 West Monroe Street Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	214338-74
NAME OF SUBMITTER:	Oscar Ruiz
SIGNATURE:	/Oscar Ruiz/
DATE SIGNED:	05/20/2014

Total Attachments: 5

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TRADEMARK

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of this 20th day of May, 2014 by TIDI SECUREMENT PRODUCTS, LLC, a Delaware limited liability company ("Grantor"), in favor of MADISON CAPITAL FUNDING LLC, in its capacity as Agent for the Lenders (as defined in the Credit Agreement referenced below) (in such capacity, "Grantee"):

WITNESSETH

WHEREAS, TIDI Products, LLC, a Delaware limited liability company ("Borrower"), which is the parent of Grantor, Grantee and the financial institutions party thereto from time to time as Lenders have entered into a certain Credit Agreement dated as of July 17, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which Grantee and Lenders have agreed, subject to the terms and conditions thereof, to make certain loans to, and other credit accommodations in favor of, Borrower.

WHEREAS, pursuant to the terms of a certain Guarantee and Collateral Agreement dated as of July 17, 2012 among Grantee, Borrower and certain Affiliates of Borrower (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), Grantor has granted to Grantee, for its benefit and the benefit of Lenders, a security interest and lien upon all or substantially all assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Guarantee and Collateral Agreement including registrations and applications therefor), together with the goodwill of the business associated with Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

- 1. <u>Incorporation of Credit Agreement and Guarantee and Collateral Agreement.</u>
 The Credit Agreement and Guarantee and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Guarantee and Collateral Agreement. In the event of a conflict between this Agreement and the Guarantee and Collateral Agreement, the Guarantee and Collateral Agreement shall govern and control.
- 2. Grant and Reaffirmation of Grant of Security Interests. To secure the prompt and complete payment and performance of the Secured Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Guarantee and Collateral Agreement of, a lien on and security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

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- (i) each Trademark listed on <u>Schedule A</u> annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (ii) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of each such Trademark, or (b) injury to the goodwill associated with each such Trademark.
- 3. <u>Intent-To-Use Trademarks</u>. Notwithstanding the foregoing, the grant of a lien on and security interest as provided herein shall not extend to applications filed in the United States Patent and Trademark Office to register trademarks or service marks on the basis of any Grantor's "intent to use" such trademarks or service marks unless and until the filing of a "Statement of Use" or "Amendment to Allege Use" has been filed and accepted, whereupon such applications shall be automatically subject to the lien granted herein and deemed included in the Trademark Collateral.
 - Remainder of Page Intentionally Left Blank; Signature Page Follows -

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

TIDI SECUREMENT PRODUCTS, LLC, a

Delaware limited liability company

By:	$\frac{\mathcal{L}mc}{}$	Name	
Name:	Kevin	McNamara	

Its: President and Chief Executive Officer

Agreed and Accepted As of the Date First Written Above:

MADISON CAPITAL FUNDING LLC,

as Agent

By:	_
Name:	
Its:	

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

TIDI SECUREMENT PRODUCTS, LLC, a Delaware limited liability company

By:	
Name:	
Its:	

Agreed and Accepted
As of the Date First Written Above:

MADISON CAPITAL FUNDING LLC,

as Agent

By:
Name: Fou

Its:

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SCHEDULE A

U.S. Trademark Registrations and Applications

Mark	Application Ser. No./ Date	Registration No./Date
GRIP-LOK	Serial No. 77/089,737	Reg. No. 3,384,149 Reg. Date 2/19/2008
	Filing Date 1/24/2007	Reg. Date 2/19/2008

RECORDED: 05/20/2014

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