

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM386283

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fire Facilities, Inc.		03/31/2016	Corporation: WISCONSIN
RECEIVING PARTY DATA			
Name:	JJ Family Investments, LLC		
Street Address:	5126 West Terrace Drive		
Internal Address:	Suite 100		
City:	Madison		
State/Country:	WISCONSIN		
Postal Code:	53718		
Entity Type:	Limited Liability Company: WISCONSIN		
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:	4142988185		
<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>			

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Phone: 4142988185
Email: tadmin@reinhartlaw.com
Correspondent Name: Daniel E. Kattman
Address Line 1: 1000 N. Water Street; Suite 1900
Address Line 4: Milwaukee, WISCONSIN 53202

ATTORNEY DOCKET NUMBER: 50068/20

NAME OF SUBMITTER: Daniel E. Kattman

SIGNATURE: /dek/

DATE SIGNED: 06/01/2016

Total Attachments: 5

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SUBORDINATED TRADEMARK SECURITY AGREEMENT

This Subordinated 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 JJ Family Investments, LLC, a Wisconsin limited liability company (the "*Lender*"), with its mailing address at 5126 West Terrace Drive, Suite 100, Madison, Wisconsin 53718, and its successors and assigns.

Preliminary Statements

A. Grantor, the other Borrowers as named therein, and the Lender are parties to a Subordinated Credit Agreement dated as of the date hereof (such Subordinated 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 Subordinated General Security Agreement dated as of the date hereof (such Subordinated 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 "*Subordinated 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 Subordinated 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 Subordinated Security Agreement.

2. Terms of Subordinated Security Agreement Incorporated by Reference. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Lender pursuant to the Subordinated 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 Subordinated 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 Agreement and the Subordinated Security Agreement, the Subordinated 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 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 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.

6. Subordination. Notwithstanding anything to the contrary contained herein, the parties hereto shall at all times act under this Agreement in accordance with and subject to the Subordination and Intercreditor Agreement by and between Lender and TCF National Bank dated as of the date hereof and consented by the Grantor.

[Signature Pages to Follow]

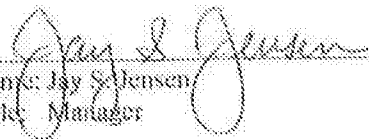
IN WITNESS WHEREOF, Grantor has caused this Agreement to be duly executed as of the date and year first written above.

FIRE FACILITIES, INC., as Grantor

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




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

JJ FAMILY INVESTMENTS, LLC, as Leader

By: 
Name: Jay S. Jensen
Title: Manager

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U.S. Trademark Registrations

Grantor	Mark	Reg. Date	Reg. No.
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