

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM444806

| | | | |
|---|--|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Paladin Brands Group, Inc., as Grantor | | 09/26/2017 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | PNC Bank, National Association, as Collateral Agent | | |
| Street Address: | 200 S. Wacker Drive | | |
| Internal Address: | Suite 600 | | |
| City: | Chicago | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60606 | | |
| Entity Type: | National Banking Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 9 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 87424420 | PULSE TECHNOLOGY | |
| Serial Number: | 87094611 | VERSIGRAB | |
| Registration Number: | 4598255 | PALADIN | |
| Registration Number: | 4577675 | NEXUS | |
| Registration Number: | 4611153 | POWERFILL | |
| Registration Number: | 5042893 | STRIKE FORCE | |
| Registration Number: | 4629954 | TRIAD | |
| Registration Number: | 4756662 | | |
| Registration Number: | 5172142 | TWINDRIVE | |
| 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: | mcastle@paulweiss.com, aspoto@paulweiss.com, dewilliams@paulweiss.com | | |
| Correspondent Name: | Matthew Castle | | |
| Address Line 1: | Paul Weiss Rifkind Wharton & Garrison LLP | | |
| Address Line 2: | 1285 Avenue of the Americas | | |

CH \$240.00 87424420

Address Line 4: New York, NEW YORK 10019-6064

ATTORNEY DOCKET NUMBER: 21096-006

NAME OF SUBMITTER: Matthew Castle

SIGNATURE: /Matthew Castle/

DATE SIGNED: 09/27/2017

Total Attachments: 6

source=Grant of Security Interest in United States Patents and Trademarks (Paladin Brands- PNC Executed)#page1.tif

source=Grant of Security Interest in United States Patents and Trademarks (Paladin Brands- PNC Executed)#page2.tif

source=Grant of Security Interest in United States Patents and Trademarks (Paladin Brands- PNC Executed)#page3.tif

source=Grant of Security Interest in United States Patents and Trademarks (Paladin Brands- PNC Executed)#page4.tif

source=Grant of Security Interest in United States Patents and Trademarks (Paladin Brands- PNC Executed)#page5.tif

source=Grant of Security Interest in United States Patents and Trademarks (Paladin Brands- PNC Executed)#page6.tif

Grant of Security Interest in United States Patents and Trademarks

September 26, 2017

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Paladin Brands Group, Inc., a Delaware corporation (as "Grantor"), having its chief executive office at 2211 York Road, Suite 320, Oak Brook, IL 60523, hereby grants to PNC Bank, National Association, as Collateral Agent, (the "Grantee"), with offices at 200 S. Wacker Drive, Suite 600, Chicago, IL 60606, a security interest in all of the Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Patent and Trademark Collateral"), whether presently existing or hereafter arising or acquired:

- (i) each United States patent and patent application, including each Patent and Patent Application referred to on Schedule A hereto;
- (ii) each United States trademark, trademark registration and trademark application, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark, trademark registration and trademark application, including each Trademark, Trademark Registration and Trademark Application referred to in Schedule B hereto; and
- (iii) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement of any Patent, or past, present or future infringement or dilution of any Trademark or Trademark registration, including any Patent or Trademark listed on Schedule A or B hereto, or for injury to the goodwill associated with any Trademark or Trademark registration.

THIS GRANT is granted in conjunction with the security interests granted to the Grantee pursuant to the Pledge and Security Agreement among the Grantors, the Grantee and certain other parties dated as of August 16, 2013, as amended, modified or supplemented from time to time (the "Pledge and Security Agreement").

THIS GRANT has been granted in conjunction with the security interest granted to the Grantee under the Pledge and Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to the Pledge and Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall govern.

This Grant and any Lien created herein is subject to the lien priority and other provisions set forth in that certain Intercreditor Agreement dated as of August 16, 2013, among PNC Bank, National Association, as ABL Agent, Bank of America, N.A., as Senior Term Credit Agreement Agent and Initial Term Representative, KPS Capital Finance Management, LLC, as Junior Term Credit Agreement Agent, IES Global B.V., International Equipment Solutions, LLC, Paladin Brands Holding, Inc., Crenlo Cab Products, Inc., Emcor Enclosures, Inc. and the other parties named therein, as amended, restated, supplemented or otherwise modified from time to time.

THIS AGREEMENT SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING, WITHOUT LIMITATION, SECTION 5.1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK).


This Agreement may be executed in counterparts (by telecopy or other electronic imaging), each of which shall constitute an original, but all of which when taken together shall constitute a single contract.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

PALADIN BRANDS GROUP, INC.,
as Grantor

By:  _____
Name: Steve Klyn
Title: Chief Financial Officer, Vice President
and Secretary

PNC Bank, National Association, as Collateral
Agent, as Grantee

By: 
Name: Timothy Carver
Title: V.P.

[Signature Page to Grant of Security Interest in United States Patents and Trademarks]


Schedule A to Patent and Trademark Agreement

PATENTS AND PATENT APPLICATIONS

| Company | Country | Title | App. No. | Patent No. | App. Date | Patent Date |
|----------------------------|----------------|---|-----------------|-------------------|------------------|--------------------|
| Paladin Brands Group, Inc. | United States | THUMB WITH A DETACHABLE BODY | 14/252,155 | 9,481,978 | 04/14/2014 | 11/01/2016 |
| Paladin Brands Group, Inc. | United States | LOADER COUPLER WITH REMOVABLE MOUNT PINS | 13/423,242 | 9,689,138 | 03/18/2012 | 06/27/2017 |
| Paladin Brands Group, Inc. | United States | DUAL-MODE THUMB FOR EXCAVATOR | 13/585,662 | 9,151,012 | 08/14/2012 | 10/06/2015 |
| Paladin Brands Group, Inc. | United States | Dual Cylinder Dual Pick-Up Coupler | 13/946,322 | 8,800,179 | 07/19/2013 | 08/12/2014 |
| Paladin Brands Group, Inc. | United States | Zero Offset Loader Coupling System and Components | 13/584,255 | 9,051,716 | 08/13/2012 | 06/09/2015 |
| Paladin Brands Group, Inc. | United States | Work Implement Frame with Gate | 15/611,438 | | 06/01/2017 | |
| Paladin Brands Group, Inc. | United States | Torsional Coupling for a Mobile Attachment Device | 14/026,380 | 9,234,549 | 09/13/2013 | 01/12/2016 |

Schedule B to Patent and Trademark Agreement

TRADEMARKS

| Company | Country | Trademark | App. No. | Reg. No. | App. Date | Reg. Date |
|----------------------------|----------------------|--|------------|-----------|------------|------------|
| Paladin Brands Group, Inc. | United States - (US) | PULSE TECHNOLOGY | 87/424,420 | | 04/25/2017 | |
| Paladin Brands Group, Inc. | United States - (US) | VERSIGRAB | 87/094,611 | | 07/06/2016 | |
| Paladin Brands Group, Inc. | United States - (US) | PALADIN | 85/931,737 | 4,598,255 | 05/14/2013 | 09/02/2014 |
| Paladin Brands Group, Inc. | United States - (US) | NEXUS | 86/119,991 | 4577675 | 11/15/2013 | 07/29/2014 |
| Paladin Brands Group, Inc. | United States - (US) | POWERFILL | 86/056,723 | 4,611,153 | 09/05/2013 | 09/23/2014 |
| Paladin Brands Group, Inc. | United States - (US) | STRIKE FORCE | 86/827,018 | 5,042,893 | 11/20/2015 | 09/13/2016 |
| Paladin Brands Group, Inc. | United States - (US) | TRIAD | 86/174,610 | 4,629,954 | 01/24/2014 | 10/28/2014 |
| Paladin Brands Group, Inc. | United States - (US) | (shield design)  | 86/057,084 | 4,756,662 | 09/05/2013 | 06/16/2015 |
| Paladin Brands Group, Inc. | United States - (US) | TWINDRIVE | 86/645,478 | 5,172,142 | 05/29/2015 | 03/28/2017 |

TRADEMARK

REEL: 006162 FRAME: 0997

RECORDED: 09/27/2017