

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM451566

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RedGuard, LLC		11/16/2017	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	10 South Dearborn		
Internal Address:	ABL Team - Floor 22, Lindsay Griffard		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: ILLINOIS		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4714968	REDBILT	
Registration Number:	4719180	REDGUARD	
Registration Number:	4719181	REDGUARD	
Registration Number:	4719192	SITEBOX STORAGE	
Registration Number:	4726420	COVERSIX SHELTERS	
Registration Number:	4726427		
Registration Number:	4680144	SAFETYSUITE	
Registration Number:	4690150	LEASEFLEET	
CORRESPONDENCE DATA			
Fax Number:	3142592000		
<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>			
Phone:	3142592000		
Email:	susan.murphy@bryancave.com		
Correspondent Name:	Bryan Cave LLP		
Address Line 1:	211 North Broadway, Suite 3600		
Address Line 4:	St Louis, MISSOURI 63102		
ATTORNEY DOCKET NUMBER:	0561938		

CH \$215.00 4714968

NAME OF SUBMITTER:	Beth Haden
SIGNATURE:	/Beth Haden/
DATE SIGNED:	11/20/2017
Total Attachments: 5 source=Trademark_Security_Agreement#page1.tif source=Trademark_Security_Agreement#page2.tif source=Trademark_Security_Agreement#page3.tif source=Trademark_Security_Agreement#page4.tif source=Trademark_Security_Agreement#page5.tif	

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (“**Trademark Security Agreement**”), dated as of November 16, 2017, is made by RedGuard, LLC, a Kansas limited liability company (“**Grantor**”) in favor of JPMorgan Chase Bank, N.A. (the “**Administrative Agent**”).

Grantor and RedGuard Domestic International Sales Corporation (collectively, the “**Borrower**”) and Administrative Agent, in its capacity as agent and the Lenders (as defined in the Credit Agreement) party thereto have entered into a Credit Agreement dated as of November 16, 2017 (the “**Credit Agreement**”).

As a condition precedent to the making of loans by Lenders under the Credit Agreement, Grantor has executed and delivered to Administrative Agent for the benefit of the Lenders that certain Pledge and Security Agreement dated as of November 16, 2017 (the “**Security Agreement**”).

Under the terms of the Security Agreement, Grantor has granted to Administrative Agent for the benefit of the Lenders a security interest in, among other property, certain intellectual property of Grantor, and has agreed to execute and deliver this Trademark Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office.

Grantor and Administrative Agent therefore agree as follows:

1. **Grant of Security.** Grantor hereby pledges and grants to Administrative Agent for the benefit of the Lenders a security interest in and to all of the right, title and interest of Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the “**Trademark Collateral**”):

(a) the trademark registrations, trademark applications, and trademark licenses set forth in **Schedule 1** hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the “**Trademarks**”), excluding only United States intent-to-use trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(b) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. **Recordation.** Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon Administrative Agent’s request.

3. **Loan Documents.** This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Administrative Agent with respect to the Trademark Collateral are as provided by the Credit Agreement, the Security Agreement and related documents, and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

4. **Execution in Counterparts.** This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

5. **Successors and Assigns.** This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

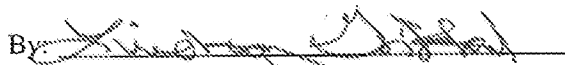
6. **Governing Law.** This Trademark Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the State of Illinois.

[signature page to follow]

Grantor and Administrative Agent have executed this Trademark Security Agreement as of the date set forth in the introductory paragraph.

ADMINISTRATIVE AGENT
JPMORGAN CHASE BANK, N.A.

GRANTOR
RedGuard, LLC,
a Kansas limited liability company

By: 
Print Name: Lindsay Griffard
Title: Authorized Signer

By: _____
Print Name: Jeff M. Lange
Title: Manager

Grantor and Administrative Agent have executed this Trademark Security Agreement as of the date set forth in the introductory paragraph.

ADMINISTRATIVE AGENT
JPMORGAN CHASE BANK, N.A.



GRANTOR
RedGuard, LLC,
a Kansas limited liability company

By: _____
Print Name: Lindsay Griffard
Title: Vice President

By:  _____
Print Name: Jeff M. Lange
Title: Manager

SCHEDULE 1

TRADEMARK REGISTRATIONS, APPLICATIONS, AND LICENSES

Mark	Registration No.	Registration Date	Owner
RedBilt	4714968	4/7/2015	RedGuard, LLC
RedGuard	4719180	4/14/2015	RedGuard, LLC
	4719181	4/14/2015	RedGuard, LLC
SiteBox Storage	4719192	4/15/2015	RedGuard, LLC
CoverSix Shelters	4726420	4/28/2015	RedGuard, LLC
	4726427	4/28/2015	RedGuard, LLC
SafetySuite	4680144	1/27/2015	RedGuard, LLC
LeaseFleet	4690150	2/17/2015	RedGuard, LLC