

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM505313

| | | | |
|---|---|-----------------------|--------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Brady Industries, LLC | | 01/04/2019 | Limited Liability Company: NEVADA |
| RECEIVING PARTY DATA | | | |
| Name: | Ares Capital Corporation, as Administrative Agent | | |
| Street Address: | 245 Park Avenue, 44th Floor | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10167 | | |
| Entity Type: | Corporation: MARYLAND | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4698915 | BRADY | |
| Registration Number: | 4663280 | SOFTONE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 312577456 | | |
| <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: | 312-577-8265 | | |
| Email: | kristin.brozovic@kattenlaw.com | | |
| Correspondent Name: | Kristin Brozovic c/o Katten | | |
| Address Line 1: | 525 W Monroe St | | |
| Address Line 4: | Chicago, ILLINOIS 60661 | | |
| ATTORNEY DOCKET NUMBER: | 337285-117 | | |
| NAME OF SUBMITTER: | Kristin Brozovic | | |
| SIGNATURE: | /Kristin Brozovic/ | | |
| DATE SIGNED: | 01/10/2019 | | |
| Total Attachments: 5 | | | |
| source=Trademark Security Agreement (Executed)#page1.tif | | | |
| source=Trademark Security Agreement (Executed)#page2.tif | | | |
| source=Trademark Security Agreement (Executed)#page3.tif | | | |

CH \$65.00 4698915

source=Trademark Security Agreement (Executed)#page4.tif
source=Trademark Security Agreement (Executed)#page5.tif

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement is made as of January 4, 2019, by and between Brady Industries, LLC, a Nevada limited liability company (“Grantor”), and ARES CAPITAL CORPORATION, in its capacity as Administrative Agent for itself and the other Lender Parties (together with its successors and assigns in such capacity, “Grantee”). All capitalized terms used but not otherwise defined herein have the meanings given to them in the Pledge and Security Agreement (defined below).

WHEREAS, Grantor, other grantors set for therein and Grantee have entered into a Pledge and Security Agreement, dated October 1, 2018 (as amended, restated, supplemented, or otherwise modified from time to time, the “Pledge and Security Agreement”), pursuant to which Grantor has granted Grantee a security interest in the Collateral for the benefit of the Lender Parties; and

WHEREAS, Grantor is the owner of the trademark registrations and applications for trademark registrations listed on the attached Schedule A (the “Trademarks”); and

WHEREAS, Grantor and Grantee wish to enter this Trademark Security Agreement in conjunction with the security interest in the Collateral granted by Grantor to Grantee for the benefit of the Lender Parties under the Pledge and Security Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agree that:


1. Grantor hereby pledges and grants to Grantee for the benefit of the Lender Parties a continuing security interest in all of Grantor’s right, title and interest in and to the Trademarks solely for the purpose of securing Grantor’s payment, performance and observance of the Secured Obligations pursuant to and under the Pledge and Security Agreement. Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder on or in any “intent to use” application for trademark registration for which a Statement of Use or Amendment to Allege Use, as applicable, has not been filed and accepted.
2. Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral (including the Trademarks) are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement and the Pledge and Security Agreement, the terms of the Pledge and Security Agreement shall control.
3. Upon the Payment in Full of the Obligations, Grantee shall promptly execute, acknowledge and deliver to Grantor an instrument in writing in recordable form and reasonably acceptable to Grantor releasing the security interest in the Trademarks granted under this Trademark Security Agreement.

4. This Trademark Security Agreement may be executed in any number of counterparts and by different parties hereto 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. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Grantor and Grantee have caused this Trademark Security Agreement to be duly executed by their respective officers thereunto duly authorized as of the date first set forth above.

BRADY INDUSTRIES, LLC


By: 
Name: Joshua Dobbins
Title: Chief Financial Officer and Secretary

Trademark Security Agreement (First Amendment)

TRADEMARK
REEL: 006521 FRAME: 0219

IN WITNESS WHEREOF, Grantor and Grantee have caused this Trademark Security Agreement to be duly executed by their respective officers thereunto duly authorized as of the date first set forth above.

ARES CAPITAL CORPORATION,
as Administrative Agent,

By:  _____

Name:

MARK AFFOLTER

Title:

AUTHORIZED SIGNATORY

SCHEDULE A TO GRANT OF A SECURITY INTEREST

Trademark Registrations and Applications

| Name of Owner | Trademark | Reg. # | Reg. Date | App. # | App. Date | Status |
|-----------------------|------------------|---------------|-------------------|---------------|------------------|---------------|
| Brady Industries, LLC | BRADY | 4698915 | March 10, 2015 | 86321468 | June 26, 2014 | Registered |
| Brady Industries, LLC | SOFTONE | 4663280 | December 30, 2014 | 86284098 | May 16, 2014 | Registered |