

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM501525

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Michigan Auto Title Service, Inc.		12/07/2018	Corporation: MICHIGAN
Guardsman US LLC		12/07/2018	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	One Independence Center, 101 N Tryon St
Internal Address:	MC:NC1-001-05-45
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28255
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	3839815	MICHIGAN AUTO TITLE SERVICE
Registration Number:	5292246	ADVANCEDGUARD
Registration Number:	4206817	COMFORTMARK
Registration Number:	4660888	COOLGUARD
Registration Number:	2300352	GUARDSMAN
Registration Number:	1100492	FABRI-KLEEN
Registration Number:	4732837	FURNISH FEARLESSLY
Registration Number:	2295264	GOLD IN HOME
Registration Number:	646965	GUARDSMAN
Registration Number:	1184842	GUARDSMAN
Registration Number:	2739069	GUARDSMAN FURNITURE PRO
Registration Number:	3179775	GUARDSMAN PRO SERIES
Registration Number:	2198166	ULTIMATE DUSTER
Registration Number:	4847344	WEATHER DEFENSE
Registration Number:	1652445	COB NOB
Registration Number:	2326618	

OP \$415.00 3839815

TRADEMARK

CORRESPONDENCE DATA**Fax Number:** 8009144240*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:** 800-713-0755**Email:** james.murray@wolterskluwer.com, ECarrera@cahill.com**Correspondent Name:** CT Corporation**Address Line 1:** 4400 Easton Commons Way**Address Line 2:** Suite 125**Address Line 4:** Columbus, OHIO 43219

NAME OF SUBMITTER:	Elaine Carrera
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	12/11/2018

Total Attachments: 7

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

Second Lien Trademark Security Agreement, dated as of December 7, 2018, by MICHIGAN AUTO TITLE SERVICE, INC. and GUARDSMAN US LLC (individually, a “Grantor”, and, collectively, the “Grantors”), in favor of BANK OF AMERICA, N.A., in its capacity as administrative agent pursuant to the Second Lien Credit Agreement (in such capacity, the “Administrative Agent”).

WITNESSETH:

WHEREAS, the Grantors are party to a Second Lien Security Agreement dated as of February 28, 2018 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Administrative Agent pursuant to which the Grantors are required to execute and deliver this Second Lien Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Second Lien Credit Agreement, the Grantors hereby agree with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby collaterally assigns and pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties and their permitted successors and assigns a continuing security interest in, and lien on, all of its right, title and interest in any and all of the following Collateral (excluding any Excluded Assets) of such Grantor:

- (a) registered Trademarks and Trademark applications of such Grantor listed on Schedule I attached hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by the foregoing;
- (d) any and all claims for damages and injunctive relief for past, present and future infringement, misappropriation, violation or misuse with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and
- (e) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Second Lien Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Second Lien Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent and the Grantor shall otherwise determine.

SECTION 4. Termination or Release. Upon the termination of the Security Agreement or release of a Grantor in accordance with Section 6.11 thereof, the Administrative Agent shall, at the

expense of such Grantor, execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the security interest in the Trademarks of such Grantor under this Second Lien Trademark Security Agreement.

SECTION 5. Counterparts. This Second Lien Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Second Lien Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Second Lien Trademark Security Agreement.

SECTION 7. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[Signature pages follow.]

New Grantor:

MICHIGAN AUTO TITLE SERVICE, INC.

By: _____

Name: Joshua Damon

Title: Vice President and Treasurer

GUARDSMAN US LLC

By: _____

Name: Joshua Damon

Title: Vice President and Treasurer

BANK OF AMERICA, N.A.,
as Administrative Agent

By: _____

Name: Gavin Shak

Title: Assistant Vice President

Schedule I
to
SECOND LIEN TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND USE APPLICATIONS

Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
Michigan Auto Title Service, Inc.	3839815	Michigan Auto Title Service
Guardsman US LLC	5292246	ADVANCEDGUARD
Guardsman US LLC	4206817	COMFORTMARK
Guardsman US LLC	4660888	COOLGUARD
Guardsman US LLC	2300352	DESIGN (GUARDSMAN AND OVAL SHIELD)
Guardsman US LLC	1100492	FABRI-KLEEN
Guardsman US LLC	4732837	FURNISH FEARLESSLY
Guardsman US LLC	2295264	GOLD IN HOME
Guardsman US LLC	646965	GUARDSMAN
Guardsman US LLC	1184842	GUARDSMAN
Guardsman US LLC	2739069	GUARDSMAN FURNITURE PRO
Guardsman US LLC	3179775	GUARDSMAN PRO SERIES (and Design)
Guardsman US LLC	2198166	ULTIMATE DUSTER
Guardsman US LLC	4847344	WEATHER DEFENSE
Guardsman US LLC	1652445	COB NOB
Guardsman US LLC	2326618	design only (corn cob holder nob)

Applications:

APPLICATION

OWNER

NUMBER

TRADEMARK
