

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM518762

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Paige Electric Company, L.P.		04/11/2019	Limited Partnership: NEW JERSEY
RECEIVING PARTY DATA			
Name:	CIBC Bank USA		
Street Address:	120 SOUTH LASALLE STREET		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Banking Corporation: ILLINOIS		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Serial Number:	87879871	PAIGE	
Serial Number:	87879902	PAIGE	
Serial Number:	85558703	RIP STRIP	
Serial Number:	85065049	WALL BUSTER	
Serial Number:	85236787	1PAC3	
Serial Number:	77819375	1PAC2	
Serial Number:	77819351	PAIGE1PAC	
Serial Number:	73233072	TUF-HIDE	
Serial Number:	87698361	GAMECHANGER	
Serial Number:	87879785	AGWIRE	
Serial Number:	87879815	AGWIRELESS	
Serial Number:	87879766	PAIGE AGWIRE	
Serial Number:	87879801	PAIGE AGWIRELESS	
CORRESPONDENCE DATA			
Fax Number:	3125212875		
<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:	3125212775		
Email:	ipdocket@muchlaw.com		
TRADEMARK			

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Correspondent Name: ADAM K SACHAROFF
Address Line 1: 191 N Wacker Drive, Suite 1800
Address Line 2: Much Shelist, PC
Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER: 0002207.0343

NAME OF SUBMITTER: Adam K Sacharoff

SIGNATURE: /adamksacharoff/

DATE SIGNED: 04/12/2019

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT dated as of April 11, 2019 (this “**Agreement**”) among Paige Electric Company, L.P., a New Jersey limited partnership (the “**Grantor**”) and CIBC Bank USA (the “**Bank**”).

Reference is made to the Loan and Security Agreement dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Loan and Security Agreement**”), by and among the Grantor, certain affiliates of the Grantor and the Bank. Bank has agreed to extend credit to Grantor and certain of its affiliates subject to the terms and conditions set forth in the Loan and Security Agreement. The obligations of the Bank to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantor will derive substantial benefits from the extension of credit pursuant to the Loan and Security Agreement and is willing to execute and deliver this Agreement in order to induce the Bank to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Loan and Security Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, the Grantor hereby assigns and pledges to the Bank and its successors and assigns and hereby grants to the Bank and its successors and assigns, a security interest in all of its right, title and interest in, to and under any and all of the following assets and properties now owned or at any time hereafter acquired by it or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

- (a) all trademark registrations and applications set forth on Schedule I attached hereto (the “**Trademarks**”);
- (b) all goodwill associated with or symbolized by the Trademarks; and
- (c) all other assets, rights and interests that uniquely reflect or embody such goodwill;

but excluding any intent-to-use trademark application prior to the filing of, and acceptance of, a “Statement of Use” or “Amendment to Allege Use” with the United States Patent and Trademark Office with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law.

SECTION 3. Loan and Security Agreement. The security interests granted to the Bank herein are granted in furtherance, and not in limitation of, the security interests granted to the Bank pursuant to the Loan and Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Bank with respect to the Trademark Collateral are more fully set forth in the Loan 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 Agreement and the Loan and Security Agreement, the terms of the Loan and Security Agreement shall govern.

SECTION 4. Termination. Upon the termination of the Loan and Security Agreement, in accordance with its terms, following a written request therefor, the Bank shall execute, acknowledge, and deliver to the Grantor (at Grantor's sole expense) an instrument in writing in recordable form releasing the grant and security interest in the Trademark Collateral under this Agreement and take any other actions reasonably requested, including, but not limited to, filing and recording (or authorizing Grantor to file and record) the release and/or termination of the grant and its security interest granted thereunder or under the Loan and Security Agreement in the Trademark Collateral with the United States Patent and Trademark Office.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract.

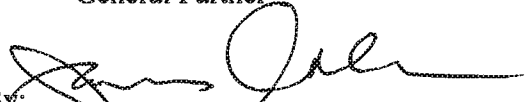
SECTION 6. Applicable Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Illinois.

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IN WITNESS WHEREOF, the undersigned has signed this Trademark Security Agreement as of the day and year first above written.

PAIGE ELECTRIC COMPANY, L.P., a New Jersey limited partnership

By: **PAIGE MANAGEMENT, L.L.C.**, its General Partner

By: 
Name: James Coleman
Title: CEO

CIBC BANK USA

By: MD Ryden
Name: Michael Ryden
Title: Managing Director

SCHEDULE I

Trademarks and Trademark Applications

Loan Party	Trademark	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
Paige Electric Company, L.P.	PAIGE	U.S. App. No. 87879871	U.S. Reg. No. 5,601,320	April 17, 2018	November 6, 2018
Paige Electric Company, L.P.	PAIGE & Design	U.S. App. No. 87879902	U.S. Reg. No. 5,580,864	April 17, 2018	October 9, 2018
Paige Electric Company, L.P.	RIP STRIP	U.S. App. No. 85558703	U.S. Reg. No. 4,358,873	March 2, 2012	June 25, 2013
Paige Electric Company, L.P.	WALL BUSTER	U.S. App. No. 85065049	U.S. Reg. No. 4,222,339	June 17, 2010	October 9, 2012
Paige Electric Company, L.P.	1PAC3	U.S. App. No. 85236787	U.S. Reg. No. 4,025,716	February 8, 2011	September 13, 2011
Paige Electric Company, L.P.	1PAC2	U.S. App. No. 77819375	U.S. Reg. No. 3,908,859	September 3, 2009	January 18, 2011
Paige Electric Company, L.P.	PAIGE1PAC	U.S. App. No. 77819351	U.S. Reg. No. 3,783,905	September 3, 2009	May 4, 2010
Paige Electric Company, L.P.	TUF-HIDE	U.S. App. No. 73233072	U.S. Reg. No. 1,163,533	September 28, 1979	August 4, 1981
Paige Electric Company, L.P.	GAMECHANGER	U.S. App. No. 87698361		November 27, 2017	

Loan Party	Trademark	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
Paige Electric Company, L.P.	AGWIRE	U.S. App. No. 87879785		April 17, 2018	
Paige Electric Company, L.P.	AGWIRELESS	U.S. App. No. 87879815		April 17, 2018	
Paige Electric Company, L.P.	PAIGE AGWIRE	U.S. App. No. 87879766		April 17, 2018	
Paige Electric Company, L.P.	PAIGE AGWIRELESS	U.S. App. No. 8/879801		April 17, 2018	
Paige Electric Company, L.P.	TUF-HIDE	To be supplied	Chinese Reg. No. 10860416	To be supplied	To be supplied
Paige Electric Company, L.P.	PAIGE1PAC	To be supplied	Chinese Reg. No. 10860415	To be supplied	To be supplied
Paige Electric Company, L.P.	WALL BUSTER	To be supplied	Chinese Reg. No. 10860413	To be supplied	To be supplied
Paige Electric Company, L.P.	RIP STRIP	To be supplied	Chinese Reg. No. 10860412	To be supplied	To be supplied
Paige Electric Company, L.P.	PAIGE	To be supplied	Chinese Reg. No. 10860417	To be supplied	To be supplied

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