

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM562883

|                                   |                                     |                                     |                                      |
|-----------------------------------|-------------------------------------|-------------------------------------|--------------------------------------|
| <b>SUBMISSION TYPE:</b>           | NEW ASSIGNMENT                      |                                     |                                      |
| <b>NATURE OF CONVEYANCE:</b>      | Security Agreement                  |                                     |                                      |
| <b>CONVEYING PARTY DATA</b>       |                                     |                                     |                                      |
| <b>Name</b>                       | <b>Formerly</b>                     | <b>Execution Date</b>               | <b>Entity Type</b>                   |
| SPARTAN FIRE, LLC                 |                                     | 02/19/2020                          | Limited Liability Company:<br>NEVADA |
| <b>RECEIVING PARTY DATA</b>       |                                     |                                     |                                      |
| <b>Name:</b>                      | Ally Bank, as Term Collateral Agent |                                     |                                      |
| <b>Street Address:</b>            | 300 Park Avenue                     |                                     |                                      |
| <b>Internal Address:</b>          | 4th Floor                           |                                     |                                      |
| <b>City:</b>                      | New York                            |                                     |                                      |
| <b>State/Country:</b>             | NEW YORK                            |                                     |                                      |
| <b>Postal Code:</b>               | 10022                               |                                     |                                      |
| <b>Entity Type:</b>               | STATE BANK: UTAH                    |                                     |                                      |
| <b>PROPERTY NUMBERS Total: 15</b> |                                     |                                     |                                      |
| <b>Property Type</b>              | <b>Number</b>                       | <b>Word Mark</b>                    |                                      |
| <b>Serial Number:</b>             | 87311473                            | SNORKEL                             |                                      |
| <b>Serial Number:</b>             | 78252927                            | GLADIATOR                           |                                      |
| <b>Serial Number:</b>             | 74284950                            | SPARTAN                             |                                      |
| <b>Serial Number:</b>             | 85533569                            | TELSTAR                             |                                      |
| <b>Serial Number:</b>             | 87311455                            | TELE SQURT                          |                                      |
| <b>Serial Number:</b>             | 77541258                            | FIRST RESPONSE ALL CALLS            |                                      |
| <b>Serial Number:</b>             | 77180388                            | METRO STAR                          |                                      |
| <b>Serial Number:</b>             | 86711796                            | SPARTAN MOTORS                      |                                      |
| <b>Serial Number:</b>             | 88448768                            | ADVANCED PROTECTION SYSTEM          |                                      |
| <b>Serial Number:</b>             | 85494185                            | ADVANCED PROTECTION SYSTEM          |                                      |
| <b>Serial Number:</b>             | 86937481                            | SPARTAN FLEET VEHICLES              |                                      |
| <b>Serial Number:</b>             | 86711580                            | SPARTAN EMERGENCY RESPONSE VEHICLES |                                      |
| <b>Serial Number:</b>             | 86711536                            | SPARTAN EMERGENCY RESPONSE          |                                      |
| <b>Serial Number:</b>             | 86711692                            | SPARTAN SPECIALTY VEHICLES          |                                      |
| <b>Serial Number:</b>             | 86711628                            | SPARTAN DELIVERY VEHICLES           |                                      |
| <b>CORRESPONDENCE DATA</b>        |                                     |                                     |                                      |
| <b>Fax Number:</b>                | 8009144240                          |                                     |                                      |

OP \$390.00 87311473

TRADEMARK

**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  
**Correspondent Name:** CT Corporation  
**Address Line 1:** 4400 Easton Commons Way  
**Address Line 2:** Suite 125  
**Address Line 4:** Columbus, OHIO 43219

|                           |                |
|---------------------------|----------------|
| <b>NAME OF SUBMITTER:</b> | Leslie Kirsner |
|---------------------------|----------------|

|                   |                  |
|-------------------|------------------|
| <b>SIGNATURE:</b> | /Leslie Kirsner/ |
|-------------------|------------------|

|                     |            |
|---------------------|------------|
| <b>DATE SIGNED:</b> | 02/20/2020 |
|---------------------|------------|

**Total Attachments: 6**

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source=ALLY-REV-Trademark Security Agreement-USPTO-(Term Collateral Age\_0001#page3.tif  
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## GRANT OF SECURITY INTEREST IN TRADEMARKS

GRANT OF SECURITY INTEREST IN TRADEMARKS (this “Trademark Security Agreement”), dated as of February 19, 2020, by Spartan Fire, LLC (the “Grantor”), in favor of ALLY BANK, as Term Collateral Agent, for the benefit of the Term Secured Parties.

### WITNESSETH:

WHEREAS, Grantor entered into that certain Pledge and Security Agreement, dated as of April 25, 2017, among GRANTOR, EACH OF THE OTHER GRANTORS FROM TIME TO TIME PARTY THERETO and ALLY BANK, as Term Collateral Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “Term Security Agreement”);

WHEREAS, Grantor is required to execute and deliver to the Term Collateral Agent this Trademark Security Agreement for the benefit of the Term Secured Parties.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Term Security Agreement.

2. GRANT OF SECURITY INTEREST. Grantor hereby grants to the Term Collateral Agent, for the benefit of the Term Secured Parties, a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under any Trademarks (collectively, the “Trademark Collateral”), along with all goodwill associated therewith, whether now owned or existing or hereafter acquired or arising and wherever located, including those Trademarks set forth in Schedule I, provided that no security interest therein is granted on any “intent to use” Trademark applications until such time as an amendment to allege use or statement of use in respect thereof has been accepted by the United States Patent and Trademark Office, at which time such Trademark shall cease to be excluded from the Trademark Collateral hereunder.

3. TERM SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in furtherance, not in limitation, of the security interests granted to the Term Collateral Agent, for the benefit of the Term Loan Secured Parties, pursuant to the Term Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Term Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Term Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Term Security Agreement, the provisions of the Term Security Agreement shall control.

4. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

5. TERMINATION OR RELEASE. This Trademark Security Agreement shall terminate and the security interests granted hereby shall be automatically released in accordance with the provisions of Section 10 of the Term Security Agreement.

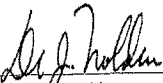
6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

7. INTERCREDITOR AGREEMENT. Notwithstanding anything to the contrary contained in this Trademark Security Agreement, the liens and security interests (and priority of such liens and security interests) granted to the Term Collateral Agent in any Trademark Collateral that constitutes Revolving Priority Collateral pursuant to this Trademark Security Agreement and the exercise of any right or remedy against the Revolving Priority Collateral by the Term Collateral Agent hereunder are subject to the limitations and provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

SPARTAN FIRE, LLC


By:   
Name: Dean J. Nolden  
Title: Treasurer & Chief Financial Officer

Signature Page to Grant of Security Interest in Trademarks – Term

**TRADEMARK**  
**REEL: 006867 FRAME: 0765**

ACCEPTED AND ACKNOWLEDGED BY:

ALLY BANK, as Term Collateral Agent

By:   
Name: Joseph Skaferowsky  
Title: Authorized Signatory

SCHEDULE I

to

TRADEMARK SECURITY AGREEMENT

TRADEMARK APPLICATIONS, REGISTRATIONS AND LICENSES

| Citation       | Mark                                | Owner             | International Class                                     |
|----------------|-------------------------------------|-------------------|---|
| FEDTM 87311473 | SNORKEL                             | Spartan Fire, LLC | 09   Electrical and scientific apparatus                |
| FEDTM 78252927 | GLADIATOR                           | Spartan Fire, LLC | 09   Electrical and scientific apparatus                |
| FEDTM 74284950 | SPARTAN                             | Spartan Fire, LLC | 12   Vehicles   |
| FEDTM 85533569 | TELSTAR                             | Spartan Fire, LLC | 09   Electrical and scientific apparatus                |
| FEDTM 87311455 | TELE SQURT                          | Spartan Fire, LLC | 09   Electrical and scientific apparatus                |
| FEDTM 77541258 | FIRST RESPONSE ALL CALLS            | Spartan Fire, LLC | 09   Electrical and scientific apparatus; 12   Vehicles |
| FEDTM 77180388 | METRO STAR                          | Spartan Fire, LLC | 09   Electrical and scientific apparatus                |
| FEDTM 86711796 | SPARTAN MOTORS                      | Spartan Fire, LLC | 09   Electrical and scientific apparatus; 12   Vehicles |
| FEDTM 88448768 | ADVANCED PROTECTION SYSTEM          | Spartan Fire, LLC | 12   Vehicles   |
| FEDTM 85494185 | ADVANCED PROTECTION SYSTEM          | Spartan Fire, LLC | 12   Vehicles   |
| FEDTM 86937481 | SPARTAN FLEET VEHICLES              | Spartan Fire, LLC | 12   Vehicles   |
| FEDTM 86711580 | SPARTAN EMERGENCY RESPONSE VEHICLES | Spartan Fire, LLC | 09   Electrical and scientific apparatus                |
| FEDTM 86711536 | SPARTAN EMERGENCY RESPONSE          | Spartan Fire, LLC | 09   Electrical and scientific apparatus                |
| FEDTM 86711692 | SPARTAN SPECIALTY VEHICLES          | Spartan Fire, LLC | 12   Vehicles   |
| FEDTM 86711628 | SPARTAN DELIVERY VEHICLES           | Spartan Fire, LLC | 12   Vehicles   |

Schedule I