

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM583769

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Safety Zone, LLC		06/30/2020	Limited Liability Company: CONNECTICUT
RECEIVING PARTY DATA			
Name:	ACF FinCo I LP		
Street Address:	560 White Plains Road, Suite 400		
City:	Tarrytown		
State/Country:	NEW YORK		
Postal Code:	10591		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	5208345	TRUE COUNT MEANS 100%	
Registration Number:	4831686	TRUE COUNT	
Registration Number:	4831684		
Registration Number:	4624091		
Registration Number:	4584106		
Registration Number:	4584105	THE SAFETY ZONE	
Registration Number:	4263597	HELPING HANDS	
Registration Number:	4166765	THE SAFETY ZONE	
Registration Number:	1628572	SEIDMAN ASSOCIATES	
Registration Number:	1615525		
CORRESPONDENCE DATA			
Fax Number:	2129692900		
<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:	2129693000		
Email:	trademark@proskauer.com		
Correspondent Name:	Al Lucia		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	Eleven Times Square		

CH \$265.00 5208345

Address Line 4:	New York, NEW YORK 10036-8299
ATTORNEY DOCKET NUMBER:	38108.006
NAME OF SUBMITTER:	Al Lucia
SIGNATURE:	/Al Lucia/
DATE SIGNED:	06/30/2020
Total Attachments: 5 source=Project Edward - SSE - Grant of Security Interest in Trademarks - The Safety Zone (ABL) (EXECUTED 6-30-20)#page1.tif source=Project Edward - SSE - Grant of Security Interest in Trademarks - The Safety Zone (ABL) (EXECUTED 6-30-20)#page2.tif source=Project Edward - SSE - Grant of Security Interest in Trademarks - The Safety Zone (ABL) (EXECUTED 6-30-20)#page3.tif source=Project Edward - SSE - Grant of Security Interest in Trademarks - The Safety Zone (ABL) (EXECUTED 6-30-20)#page4.tif source=Project Edward - SSE - Grant of Security Interest in Trademarks - The Safety Zone (ABL) (EXECUTED 6-30-20)#page5.tif	

GRANT OF SECURITY INTEREST IN TRADEMARKS

This GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Agreement"), effective as of June 30, 2020 is made by The Safety Zone, LLC, a Connecticut limited liability company (the "Grantor"), in favor of ACF FinCo I LP, as collateral agent (in such capacity, together with its successors and permitted assigns, the "Collateral Agent") for the banks and other financial institutions or entities (the "Lenders") from time to time parties to the ABL Credit Agreement, dated as of June 30, 2020 (as amended, restated, replaced, supplemented or otherwise modified from time to time, the "Credit Agreement"), among SSE Buyer, Inc., a Delaware corporation, as a borrower ("Buyer"), Supply Source Enterprises, Inc., a Georgia corporation, as a borrower ("Target"), Impact Products LLC, a Delaware limited liability company, as a borrower ("Impact"), The Safety Zone, LLC, a Connecticut limited liability company, as a borrower ("Safety," and together with Buyer, Target, and Impact, each an "Initial Borrower" and collectively, the "Initial Borrowers"), SSE Intermediate, Inc., the Lenders from time to time a party thereto, and ACF FinCo I LP, as administrative agent and Collateral Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantors have executed and delivered the ABL Guarantee and Collateral Agreement, dated as of June 30, 2020, in favor of the Collateral Agent (together with all amendments, restatements, supplements and modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantor pledged and granted to the Collateral Agent for the benefit of the Secured Parties a continuing security interest in all Intellectual Property, including the Trademarks (other than any Excluded Property); and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make extensions of credit to the Borrowers pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Collateral Agent and the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement or the Security Agreement.

SECTION 1. Grant of Security Interest. The Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, all of the Grantor's right, title and interest in, to and under the Trademarks (including those items listed on Schedule A hereto but excluding any Excluded Property) (collectively, the "Collateral"), to the Collateral Agent for the benefit of the Secured Parties to secure payment, performance and observance of the Obligations.

SECTION 2. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Collateral Agent for the benefit of the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 3. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

SECTION 5. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 6. Release. Upon the consummation of any disposition of Collateral to any third party pursuant to a transaction permitted by the terms of the Credit Agreement, the security interest granted hereby in such Collateral shall automatically and immediately terminate (but shall attach to the proceeds or products thereof constituting collateral) and the Collateral Agent shall promptly, at the reasonable request and expense of Grantor, provide evidence of such termination. Upon the payment in full of the Obligations in accordance with the provisions of the Credit Agreement and the expiration or termination of the Commitments, upon Borrowers' request, the Collateral Agent will promptly, at the sole expense of Grantor, authorize the filing of appropriate termination statements to terminate such security interests and will take any further actions necessary or desirable to evidence or effect such termination of the security interests as may be reasonably requested by Grantor to evidence such termination and release.

(Remainder of the page intentionally left blank)


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

THE SAFETY ZONE, LLC

By: Stephen Schultz
Name: Stephen Schultz
Title: Chief Executive Officer and President




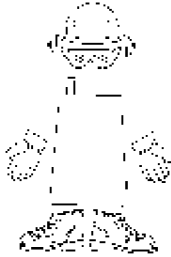
ACKNOWLEDGED:

ACF FINCO I LP,
as the Collateral Agent

By: 
Name: *Oleg Szczupak*
Title: *Authorized Signer*

Schedule A

U.S. Trademark Registrations

Mark	Owner	Reg. No.	Reg. Date
TRUE COUNT MEANS 100% & Design	The Safety Zone, LLC	5208345	5/23/13
TRUE COUNT	The Safety Zone, LLC	4831686	10/13/15
	The Safety Zone, LLC	4831684	10/13/15
	The Safety Zone, LLC	4624091	10/21/14
	The Safety Zone, LLC	4584106	8/12/14
THE SAFETY ZONE & Design	The Safety Zone, LLC	4584105	8/12/14
HELPING HANDS	The Safety Zone, LLC	4263597	12/25/12
THE SAFETY ZONE	The Safety Zone, LLC	4166765	7/3/12
SEIDMAN ASSOCIATES	The Safety Zone, LLC	1628572	12/18/90
	The Safety Zone, LLC	1615525	7/10/90

Schedule A

DM_US 169708325-3.106204.0015

RECORDED: 06/30/2020

TRADEMARK
REEL: 006983 FRAME: 0928