

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM678022

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
USSC ACQUISITION CORP.		09/30/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	VARAGON CAPITAL PARTNERS AGENT, LLC		
Street Address:	299 Park Avenue		
Internal Address:	3rd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10171		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5637482	USSC	
Registration Number:	5938952	USSC GROUP	
Registration Number:	5760912	VALOR	
Registration Number:	5950907	VALOR	
Registration Number:	6059303	UNITED STATES SEATING	
Registration Number:	6228447	S GLOBAL SEATING	
CORRESPONDENCE DATA			
Fax Number:	7045032622		
<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:	7045032600		
Email:	msheehan@kslaw.com		
Correspondent Name:	King & Spalding LLP		
Address Line 1:	300 S. Tryon St., Ste 1700		
Address Line 2:	Attn: Moira Sheehan		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	22582.515083		
NAME OF SUBMITTER:	Moira Sheehan		
SIGNATURE:	/Moira Sheehan/		

OP \$165.00 5637482

DATE SIGNED:	09/30/2021
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Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of September 30, 2021, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of VARAGON CAPITAL PARTNERS AGENT, LLC (“Varagon”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of September 30, 2021, by and among USSC HOLDING CORP., a Delaware corporation (“Holdings”), USSC ACQUISITION CORP., a Delaware corporation (together with each other Person that executes a joinder to the Credit Agreement (as defined herein) as a borrower, the “Borrowers” and each individually a “Borrower”), the other Loan Parties party thereto from time to time, the Lenders from time to time party thereto and Varagon, as Administrative Agent for the Lenders (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, each Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Administrative Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrowers; and

WHEREAS, each Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby grants to Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”) (which shall not include Excluded Property):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Notwithstanding anything to the contrary contained herein or in the Guaranty and Security Agreement, the Trademark Collateral shall not include any Excluded Property.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, each Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their applicable Trademarks and IP Licenses subject to a security interest hereunder.

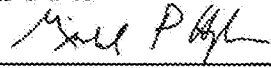
Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each 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.

USSC ACQUISITION CORP.,
as Grantor

By: 
Name: Michael Hompesch
Title: Vice President and Secretary

ACCEPTED AND AGREED
as of the date first above written:

VARAGON CAPITAL PARTNERS AGENT, LLC,
as Administrative Agent

By: _____
Name:
Title:

[Signature Page to Trademark Security Agreement]

TRADEMARK

REEL: 007437 FRAME: 0516

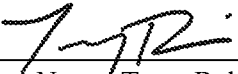
IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

USSC ACQUISITION CORP.
as a Grantor

By: _____
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:

VARAGON CAPITAL PARTNERS AGENT, LLC,
as Administrative Agent

By:  _____
Name: Terry Robinson
Title: Managing Director

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	Application/Registration Number	Classes/Goods	Design	Country	Application/Registration Date	Owner	Status
USSC	87/912,100 5,637,482	Int. Class 12 Vehicle Seats	N/A	USA	08-MAY-2018	USSC Acquisition Corp.	Registered
USSC Group & Design	87/912,387 5,938,952	Int. Class 12 Vehicle Seats		USA	08-MAY-2018	USSC Acquisition Corp.	Registered
Valor	87/912,149 5,760,912	Int. Class 12 Vehicle Seats	N/A	USA	08-MAY-2018	USSC Acquisition Corp.	Registered
Valor & Design	87/912,237 5,950,907	Int. Class 12 Vehicle Seats		USA	08-MAY-2018	USSC Acquisition Corp.	Registered
United States Seating & Design	87/912,437 6,059,303	Int. Class 12 Vehicle Seats		USA	08-MAY-2018	USSC Acquisition Corp.	Registered
S Global Seating & Design	87/912,359 6,228,447	Int. Class 12 Vehicle Seats		USA	08-MAY-2018	USSC Acquisition Corp.	Registered
United Safety & Survivability Corporation	88/804,052	Int. Class 9 Alarm monitoring systems; sensors	N/A	USA	20-FEB-2020	USSC Acquisition Corp.	Pending, Intent to Use
United Safety & Survivability Corporation	88/804,097	Int. Class 12 Vehicle alarm systems; Vehicle Seats	N/A	USA	20-FEB-2020	USSC Acquisition Corp.	Pending, Intent to Use
Design	90/838,415	Int. Class 35		USA	20-JUL-2021	USSC Acquisition Corp.	Pending, Intent to Use
Design	90/838,389	Int. Class 12		USA	20-JUL-2021	USSC Acquisition Corp.	Pending, Intent to Use

Design	90/838,359	Int. Class 11		USA	20-JUL-2021	USSC Acquisition Corp.	Pending, Intent to Use
Design	90/838,281	Int. Class 10		USA	20-JUL-2021	USSC Acquisition Corp.	Pending, Intent to Use
Design	90/838,246	Int. Class 9		USA	20-JUL-2021	USSC Acquisition Corp.	Pending, Intent to Use
UNITED SAFETY & SURVIVABILITY CORPORATION	90/837,998	Int. Class 9	N/A	USA	20-JUL-2021	USSC Acquisition Corp.	Pending, Intent to Use
UNITED SAFETY & SURVIVABILITY CORPORATION	90/837,964	Int. Class 11	N/A	USA	20-JUL-2021	USSC Acquisition Corp.	Pending, Intent to Use
UNITED SAFETY & SURVIVABILITY CORPORATION	90/837,935	Int. Class 10	N/A	USA	20-JUL-2021	USSC Acquisition Corp.	Pending, Intent to Use
UNITED SAFETY & SURVIVABILITY CORPORATION	90/837,926	Int. Class 9	N/A	USA	20-JUL-2021	USSC Acquisition Corp.	Pending, Intent to Use
UNITED SAFETY	90/837,858	Int. Class 12	N/A	USA	20-JUL-2021	USSC Acquisition Corp.	Pending, Intent to Use

2. IP LICENSES

None.