

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM354976

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Best Lockers, LLC		09/14/2015	LIMITED LIABILITY COMPANY: DELAWARE
Safemark Systems L.P.		09/14/2015	LIMITED PARTNERSHIP: DELAWARE
Scooterbug, Inc.		09/14/2015	CORPORATION: MASSACHUSETTS

RECEIVING PARTY DATA

Name:	BMO Harris Bank, N.A., as Administrative Agent
Street Address:	111 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	4627551	SAFEMARK
Registration Number:	3455374	SAFECOM
Registration Number:	4657473	RETROPOD
Registration Number:	4506205	SNOWGATE
Registration Number:	4115348	GOPOD
Registration Number:	4260194	SCOOTERBUG
Registration Number:	2624628	SCOOTERBUG

CORRESPONDENCE DATA

Fax Number: 3125774565

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: 312-577-8265

Email: kristin.brozovic@kattenlaw.com

Correspondent Name: Kristin Brozovic c/o Katten

Address Line 1: 525 W Monroe Street

Address Line 4: Chicago, ILLINOIS 60661

TRADEMARK

ATTORNEY DOCKET NUMBER:	207545-80
NAME OF SUBMITTER:	Kristin Brozovic
SIGNATURE:	/Kristin Brozovic/
DATE SIGNED:	09/14/2015
Total Attachments: 3 source=Executed Trademark Security Agreement#page1.tif source=Executed Trademark Security Agreement#page2.tif source=Executed Trademark Security Agreement#page3.tif	

GRANT OF A SECURITY INTEREST -- TRADEMARKS

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of September 14, 2015, by Best Lockers, LLC, a Delaware limited liability company, Safemark Systems L.P., a Delaware limited partnership and Scooterbug, Inc., a Massachusetts corporation (each a "Grantor" and collectively the "Grantors"), in favor of BMO HARRIS BANK, N.A., in its capacity as Administrative Agent for itself and the other Loan Parties (together with its successors and assigns in such capacity, "Grantee").

WHEREAS, the Grantors have adopted, used and are using, and hold all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantors have entered into a Pledge and Security Agreement, dated September 14, 2015 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, each Grantor has granted to the Grantee for the benefit of the Loan Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of each Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Loan Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

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

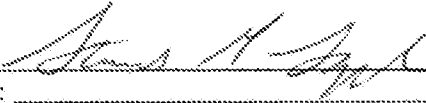
Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

This Trademark 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. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

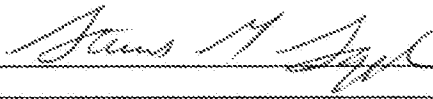
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IN WITNESS WHEREOF, the Grantors have caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

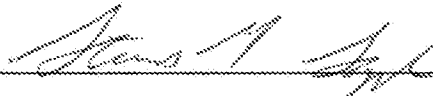
BEST LOCKERS, LLC

By: 
Name: _____
Title: _____

SAFEMARK SYSTEMS, L.P.

By: 
Name: _____
Title: _____

SCOOTERBUG, INC.

By: 
Name: _____
Title: _____

SCHEDULE A TO GRANT OF A SECURITY INTEREST

Trademark Registrations and Applications

Mark	Application No.	Application Date	Registration No.	Registration Date	Grantor
ASAFEMARK	86141193	12/11/13	4627551	10/28/14	Safemark Systems, L.P.
SAFECOM	78755454	11/16/05	3455374	6/24/08	Safemark Systems, L.P.
RETROPOD	86097037	3/11/14	4657473	12/16/14	Best Lockers, LLC
SNOWGATE	85655003	6/18/12	4506205	4/1/14	Best Lockers, LLC
GOPOD	77814568	8/27/09	4115348	3/20/12	Best Lockers, LLC
SCOOTERBUG	85453590	10/21/11	4260194	12/18/12	Scoterbug, Inc.
SCOOTERBUG	76323271	10/9/01	2624628	9/24/02	Scoterbug, Inc.