

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM363209

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JUSTRITE MANUFACTURING COMPANY, L.L.C.		11/06/2015	LIMITED LIABILITY COMPANY: DELAWARE
U.S. Chemical Storage, Inc.		11/06/2015	CORPORATION: NORTH CAROLINA
Basic Concepts, Incorporated		11/06/2015	CORPORATION: SOUTH <i>Caroline</i>

RECEIVING PARTY DATA

Name:	Ally Bank, as Agent
Street Address:	300 Park Avenue, 4th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	Utah State Bank: UTAH

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	3448701	SURE-GRIP EX
Registration Number:	3344833	HAZ-ALERT
Registration Number:	2519951	GUARD MASTER
Serial Number:	76448661	CHEMCOR
Registration Number:	2787440	SAFE-SQUEEZE
Registration Number:	3257531	JUSTRITE
Registration Number:	2450235	SMOKER'S CEASEFIRE
Registration Number:	4332027	SPILLSLOPE
Registration Number:	1538964	CEASE-FIRE
Registration Number:	1313460	JUSTRITE
Registration Number:	4789316	JUSTRITE
Serial Number:	86473633	
Registration Number:	4357981	PRICINGPRO
Registration Number:	2981155	U.S. CHEMICAL STORAGE
Registration Number:	2981154	U.S. CHEMICAL STORAGE

OP S490.00 3448701

Property Type	Number	Word Mark
Registration Number:	4303847	QUICKBERM
Registration Number:	3042254	FAIL-SAFE
Registration Number:	4303846	RIGID-LOCK QUICKBERM
Registration Number:	4788551	SENTRY

CORRESPONDENCE DATA

Fax Number:

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.

Email: michael.barys@thomsonreuters.com

Correspondent Name: James Murray

Address Line 1: 4400 Easton Commons Way Suite 125

Address Line 2: CT Corporation

Address Line 4: Columbus, OHIO 43204

NAME OF SUBMITTER:	James Murray
SIGNATURE:	/Michael Barys/
DATE SIGNED:	11/20/2015

Total Attachments: 14

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Continuation of the information in Item 1 (Trademark Recordation form cover sheet
JUSTRITE MANUFACTURING COMPANY, L.L.C. (conveying party #1)

Name of conveying party #2:

U.S. Chemical Storage, Inc.
a North Carolina Corporation

Name of conveying party #3:

Basic Concepts, Incorporated
a South Carolina Corporation

Trademark Security Agreement

THIS TRADEMARK SECURITY AGREEMENT, dated as of November 6, 2015 (this "**Trademark Security Agreement**"), is made by the undersigned grantors (collectively the "**Grantors**"; and each a "**Grantor**"), in favor of ALLY BANK, as agent (in such capacity, together with its successors and permitted assigns, the "**Agent**") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, JMC Acquisition Corp., a Delaware corporation (the "**Parent**"), JMC Acquisition Merger Corp., a Delaware corporation (the "**Initial Borrower**"), Safety Products/JHC Acquisition Corp., a Delaware corporation ("**Safety Products**", and upon consummation of the Closing Date Acquisition (as defined in the Credit Agreement (as defined below)), the "**Successor Borrower**"), the other Guarantors, the lenders from time to time parties thereto (the "**Lenders**") and the Agent have entered into that certain Credit Agreement, dated as of November 6, 2015 (as amended, restated, supplemented, or otherwise modified from time to time, the "**Credit Agreement**");

WHEREAS, in connection with the Credit Agreement, the Grantors have entered into the Pledge and Security Agreement, dated as of November 6, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), in favor of the Agent for the benefit of the Secured Parties; and

WHEREAS, the Security Agreement requires the Grantors to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and in order to ensure compliance with the Credit Agreement, the Grantors hereby agree as follows:

Section 1 **Defined Terms**. Capitalized terms used herein without definition have the meanings set forth in the Security Agreement or if not defined in the Security Agreement, have the meanings set forth in the Credit Agreement.

Section 2 **Grant of Security Interest in Trademark Collateral**. The Grantors, 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 the Grantors, hereby grants to the Agent for the benefit of the Secured Parties, a security interest in, all of its right, title and interest in, to and under the following Collateral (but not including, in each case, any Excluded Collateral) (the "**Trademark Collateral**");

(i) all of its (a) trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other source or business identifiers, and designs, whether now existing or hereafter adopted or acquired, all registrations and recordings thereof, (b) all applications for registration thereof, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, (c) all reissues, extensions or renewals thereof, (the property described in clauses (a), (b) and (c), collectively, "**Trademarks**"), including, without limitation, those United States applications and registrations referred to on **Schedule I** hereto, (d) all goodwill associated with or symbolized by any of the foregoing, and (e) all licenses providing for the grant by or to the grantor of any right under any of the foregoing ("**Trademark Licenses**"); and

(ii) 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 **Security Agreement.** The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Security Agreement, and the Grantors hereby acknowledge and agree that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict or inconsistency between this Trademark Security Agreement and the Security Agreement (or any portion hereof or thereof), the terms of the Security Agreement shall prevail.

Section 4 **Representation and Warranty.** Schedule I correctly sets forth all applied for and federally registered Trademarks owned by such Grantor in its own name as of the date hereof.

Section 5 **Grantor Remains Liable.** The Grantors hereby agree that, anything herein to the contrary notwithstanding, the Grantors shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Trademark Licenses subject to the security interest granted hereunder.

Section 6 **Counterparts.** This 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 7 **Governing Law.** This 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.

IN WITNESS WHEREOF, the Grantors have caused this Trademark Security Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

Grantors:

JUSTRITE MANUFACTURING COMPANY, L.L.C.
U.S. CHEMICAL STORAGE, INC.
BASIC CONCEPTS, INCORPORATED

By:



Name: Steven Kuptsis
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

Acknowledged and Agreed to as of the date hereof:

AGENT:

ALLY BANK

By: Michele Roller
Name: Michele Roller
Title: Senior Director
Ally Corporate Finance

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005674 FRAME: 0520

Schedule I

Trademarks

UNITED STATES TRADEMARKS:

COUNTRY	MARK	SERIAL NO.	FILED	REGN. NO.	REGIS-TERED	OWNER
USA	SURE-GRIP EX	77302456	10/12/2007	3448701	6/17/2008	Justrite Manu- facturing Com- pany LLC
USA	HAZ-ALERT	77013450	10/4/06	3344833	11/27/2007	Justrite Manu- facturing Com- pany LLC
USA	GUARD MASTER	76219648	3/6/2001	2519951	12/18/2001	Justrite Manu- facturing Com- pany LLC
USA	CHEMCOR	76448661	9/11/2002	2787440	11/25/2003	Justrite Manu- facturing Com- pany LLC
USA	SAFE-SQUEEZE	76445372	8/30/2002	2787440	11/25/2003	Justrite Manu- facturing Com- pany LLC
USA	JUSTRITE	76665321	8/29/2006	3257531	7/3/2007	Justrite Manu- facturing Com- pany LLC
USA	SMOKER'S CEASEFIRE	75871946	12/16/1999	2450235	5/8/2001	Justrite Manu- facturing Com- pany LLC
USA	SPILLSLOPE	85732094	9/18/2012	4332027	5/7/2013	Justrite Manu- facturing Com- pany LLC
USA	CEASE-FIRE	73563558	10/17/1985	1538964	5/16/1989	Justrite Manu- facturing Com- pany LLC
USA	JUSTRITE	73461372	1/18/1984	1313460	1/8/1985	Justrite Manu- facturing Com- pany LLC
USA	JUSTRITE & Design	86473611	12/8/2014	4789316	8/11/2015	Justrite Manu- facturing Com- pany LLC
USA	FLAME IN CIRCLE DE-SIGN			86473633	12/8/2014	Justrite Manu- facturing Com- pany LLC
USA	PRICING PRO & DE-SIGN	85/769160	11/1/2012	4357981	June 25, 2013	U.S. Chemical Storage, Inc.
USA	U.S. CHEMI-	78/433750	6/11/2004	2981155	Aug. 2,	U.S. Chemical

COUNTRY	MARK	SERIAL NO.	FILED	REGN. NO.	REGIS-TERED	OWNER
	CAL STORAGE & DESIGN				2005	Storage, Inc.
USA	U.S. CHEMICAL STORAGE & DESIGN	78/433735	6/11/2004	2981154	Aug. 2, 2005	U.S. Chemical Storage, Inc.
USA	QUICKBERM	85/521163	1/20/2012	4303847	March 19, 2013	Basic Concepts, Inc.
USA	FAIL-SAFE	76/551944	10/14/2003	3042254	January 10, 2006	Basic Concepts, Inc.
USA	RIGID-LOCK QUICKBERM	85/521083	1/20/2012	4303846	March 19, 2013	Basic Concepts, Inc.
USA	SENTRY	86/311797	6/17/2014	4788551	August 11, 2015	Basic Concepts, Inc.
AUSTRALIA	FLAME IN CIRCLE DESIGN	503423	1/23/1989	503423	12/17/1991	Justrite Manufacturing Company LLC
AUSTRALIA	FLAME IN CIRCLE DESIGN	503424	1/23/1989	503424	12/17/1991	Justrite Manufacturing Company LLC
AUSTRALIA	HAZ-ALERT	1227450	2/29/2008	1227450	10/13/2008	Justrite Manufacturing Company LLC
AUSTRALIA	LUBERITE & DESIGN	1227446	2/29/2008	1227446	10/13/2008	Justrite Manufacturing Company LLC
AUSTRALIA	SMOKER'S CEASE FIRE	1227449	2/29/2008	1227449	10/13/2008	Justrite Manufacturing Company LLC
AUSTRALIA	UNO	1227448	2/29/2008	1227448	10/13/2008	Justrite Manufacturing Company LLC
AUSTRALIA	SURE-GRIP EX	1227447	2/28/2008	1227447	3/12/2009	Justrite Manufacturing Company LLC
AUSTRALIA	JUSTRITE	1227009	2/27/2008	1227009	10/13/2008	Justrite Manufacturing Company LLC
AUSTRIA	JUSTRITE	AM 2770/84	9/12/1984	108347	2/22/1985	Justrite Manufacturing Company LLC
BENELUX	JUSTRITE	667961	2/9/1984	396094	7/1/1984	Justrite Manufacturing Company LLC
BRAZIL	JUSTRITE	818447907	4/13/1995	818447907	8/12/1997	Justrite Manufacturing Com-

COUNTRY	MARK	SERIAL NO.	FILED	REGN. NO.	REGIS-TERED	OWNER
						pany LLC
CANADA	JUSTRITE	527250	8/10/1984	TMA305242	7/26/1985	Justrite Manu- facturing Com- pany LLC
CANADA	HAZ-STOR	1328140	12/13/2006	TMA702520	12/7/2007	Justrite Manu- facturing Com- pany LLC
CANADA	SMOKER'S CEASEFIRE	1384665	2/22/2008	TMA741648	6/9/2009	Justrite Manu- facturing Com- pany LLC
CANADA	HAZ-ALERT	1384666	2/22/2008	TMA741649	6/9/2009	Justrite Manu- facturing Com- pany LLC
CANADA	SURE-GRIP EX	1384662	2/22/2008	TMA749461	10/6/2009	Justrite Manu- facturing Com- pany LLC
CANADA	LUBERITE & DESIGN	1384669	2/22/2008	TMA757627	1/22/2010	Justrite Manu- facturing Com- pany LLC
CHINA	JUSTRITE	4054642	5/9/2004	4054642	6/21/2006	Justrite Manu- facturing Com- pany LLC
CHINA	HAZ STORE	55175975	8/2/2006	5517595	8/28/2009	Justrite Manu- facturing Com- pany LLC
CHINA	HAZ STORE	5517596	8/2/2006	5517596	8/28/2009	Justrite Manu- facturing Com- pany LLC
CHINA	HAZ-ALERT	6570510	2/29/2008	6570510	3/28/2010	Justrite Manu- facturing Com- pany LLC
CHINA	LUBERITE & DESIGN	6570509	2/29/2008	6509509	3/28/2010	Justrite Manu- facturing Com- pany LLC
CHINA	SURE-GRIP EX	6570507	2/29/2008	6570507	3/28/2010	Justrite Manu- facturing Com- pany LLC
CHINA	SMOKER'S CEASE FIRE	6570508	2/29/2008	6570508	Mar. 7, 2012	Justrite Manu- facturing Com- pany LLC
DENMARK	JUSTRITE	3085/88	5/4/1988	6818/90	10/19/1990	Justrite Manu- facturing Com- pany LLC
FRANCE	JUSTRITE	1239739	6/11/1993	1239739	6/11/1993	Justrite Manu- facturing Com- pany LLC
ECTM	JUSTRITE	5195094	7/12/2006	519094	7/19/2007	Justrite Manu-

COUNTRY	MARK	SERIAL NO.	FILED	REGN. NO.	REGIS-TERED	OWNER
						facturing Com-pany LLC
ECTM	JUSTRITE & FLAME DE-SIGN	5233853	7/13/2006	5233853	7/26/2007	Justrite Manu-facturing Com-pany LLC
ECTM	LUBERITE & DESIGN	5643051	1/25/2007	5643051	11/19/2007	Justrite Manu-facturing Com-pany LLC
ECTM	HAZ-ALERT	6698328	2/25/2008	6698328	11/20/2008	Justrite Manu-facturing Com-pany LLC
ECTM	SMOKER'S CEASEFIRE	6698468	2/25/2008	6698468	11/20/2008	Justrite Manu-facturing Com-pany LLC
ECTM	SURE-GRIP EX	6698492	2/25/2008	6698492	12/4/2008	Justrite Manu-facturing Com-pany LLC
GERMANY	JUSTRITE	19363/20W Z	8/7/1984	1074739	3/12/1985	Justrite Manu-facturing Com-pany LLC
INDONESIA	JUSTRITE			410388	3/2/1987	Justrite Manu-facturing Com-pany LLC
INDONESIA	JUSTRITE			410389	3/2/1987	Justrite Manu-facturing Com-pany LLC
INDONESIA	JUSTRITE			410390	3/2/1987	Justrite Manu-facturing Com-pany LLC
ITALY	JUSTRITE	35374 C/84	8/20/1984	461134	8/20/1984	Justrite Manu-facturing Com-pany LLC
JAPAN	JUSTRITE	59-92275	8/24/1984	2028480	3/30/1988	Justrite Manu-facturing Com-pany LLC
JAPAN	JUSTRITE	61-109802	10/17/1986	2108263	1/23/1989	Justrite Manu-facturing Com-pany LLC
JAPAN	JUSTRITE	61-109800	10/17/1986	2118212	3/27/1989	Justrite Manu-facturing Com-pany LLC
JAPAN	GATOR	2007-97625	9/13/2007	5125090	4/4/2008	Justrite Manu-facturing Com-pany LLC
JAPAN	SURE-GRIP EX	2007107096	10/17/2007	5161256	8/22/2008	Justrite Manu-facturing Com-pany LLC

COUNTRY	MARK	SERIAL NO.	FILED	REGN. NO.	REGIS-TERED	OWNER
JAPAN	SMOKER'S CEASEFIRE	200797624	9/13/2007	5214363	3/13/2009	Justrite Manufacturing Company LLC
KOREA	JUSTRITE	86-14254	7/30/1986	147433	11/18/1987	Justrite Manufacturing Company LLC
KOREA	JUSTRITE	86-14255	7/30/1986	146693	10/26/1987	Justrite Manufacturing Company LLC
MALAYSIA	JUSTRITE	4194/84	8/9/1984	84003686	10/4/1991	Justrite Manufacturing Company LLC
MEXICO	JUSTRITE	149469	8/3/1979	240054	2/8/1980	Justrite Manufacturing Company LLC
NORWAY	JUSTRITE	842772	8/9/1984	127797	2/5/1987	Justrite Manufacturing Company LLC
PORTUGAL	JUSTRITE			227652	6/15/1990	Justrite Manufacturing Company LLC
PORTUGAL	JUSTRITE			227653	6/15/1990	Justrite Manufacturing Company LLC
RUSSIA	JUSTRITE	2006718416	7/7/2006	331316	8/8/2007	Justrite Manufacturing Company LLC
RUSSIA	JUSTRITE & FLAME DESIGN	2006718300	7/7/2006	331317	8/8/2007	Justrite Manufacturing Company LLC
S. AFRICA	JUSTRITE	84/7314	8/16/1984	84/7314	8/16/1984	Justrite Manufacturing Company LLC
S. AFRICA	JUSTRITE	84/7315	8/16/1984	84/7315	8/16/1984	Justrite Manufacturing Company LLC
SWEDEN	JUSTRITE	1975-01820	9/12/1975	152719	9/12/1975	Justrite Manufacturing Company LLC
SWITZERLAND	JUSTRITE	3058	6/7/1984	333674	9/24/1984	Justrite Manufacturing Company LLC
TAIWAN	JUSTRITE	095036840	7/18/2006	1270041	7/1/2007	Justrite Manufacturing Company LLC
THAILAND	JUSTRITE	315184	8/20/1986	KOR49741	8/20/1986	Justrite Manufacturing Com-

COUNTRY	MARK	SERIAL NO.	FILED	REGN. NO.	REGIS-TERED	OWNER
						pany LLC
THAILAND	JUSTRITE	315185	8/20/1986	KOR49742	8/20/1986	Justrite Manu- facturing Com- pany LLC
THAILAND	JUSTRITE	315186	8/20/1986	KOR49743	8/20/1986	Justrite Manu- facturing Com- pany LLC
ARGENTINA	JUSTRITE and Design	3415727	6/8/2015	—	—	Justrite Manu- facturing Com- pany LLC
ARGENTINA	JUSTRITE and Design	3415726	6/8/2015	—	—	Justrite Manu- facturing Com- pany LLC
ARGENTINA	Justrite Flame Design	3415728	6/8/2015	—	—	Justrite Manu- facturing Com- pany LLC
ARGENTINA	Justrite Flame Design	3415729	6/8/2015	—	—	Justrite Manu- facturing Com- pany LLC
AUSTRALIA	JUSTRITE and Design	1698512	6/9/2015	—	—	Justrite Manu- facturing Com- pany LLC
BRAZIL	JUSTRITE and Design	909492794	6/8/2015	—	—	Justrite Manu- facturing Com- pany LLC
BRAZIL	JUSTRITE and Design	909492662	6/8/2015	—	—	Justrite Manu- facturing Com- pany LLC
BRAZIL	Justrite Flame Design	909492760	6/8/2015	—	—	Justrite Manu- facturing Com- pany LLC
BRAZIL	Justrite Flame Design	909492646	6/8/2015	—	—	Justrite Manu- facturing Com- pany LLC
CANADA	JUSTRITE and Design	1731629	6/5/2015	—	—	Justrite Manu- facturing Com- pany LLC
CANADA	Justrite Flame Design	1731631	6/5/2015	—	—	Justrite Manu- facturing Com- pany LLC
CHILE	JUSTRITE and Design	1157626	6/5/2015	—	—	Justrite Manu- facturing Com-

COUNTRY	MARK	SERIAL NO.	FILED	REGN. NO.	REGIS-TERED	OWNER
						pany LLC
CHILE	Justrite Flame Design	1157623	6/5/2015	—	—	Justrite Manufacturing Company LLC
CHINA	UNO	6570506	2/29/2008	6570506	3/26/2010	Justrite Manufacturing Company LLC
COLOMBIA	JUSTRITE and Design	15130207		—	—	Justrite Manufacturing Company LLC
COLOMBIA	Justrite Flame Design	15130161		—	—	Justrite Manufacturing Company LLC
EUROPEAN COMMUNITY	Justrite Flame Design	14204961	6/5/2015	—	—	Justrite Manufacturing Company LLC
JAPAN	JUSTRITE and Design	2015-054122	6/8/2015	—	—	Justrite Manufacturing Company LLC
JAPAN	Justrite Flame Design	2015-054123	6/8/2015	—	—	Justrite Manufacturing Company LLC
MEXICO	JUSTRITE	1619292	6/8/2015	—	—	Justrite Manufacturing Company LLC
MEXICO	JUSTRITE and Design	1619294	6/8/2015	—	—	Justrite Manufacturing Company LLC
MEXICO	Justrite Flame Design	1619296	6/8/2015	—	—	Justrite Manufacturing Company LLC
MEXICO	Justrite Flame Design	1619297	6/8/2015	—	—	Justrite Manufacturing Company LLC
NORWAY	JUSTRITE and Design	201507207	6/8/2015	—	—	Justrite Manufacturing Company LLC
NORWAY	Justrite Flame Design	201507208	6/8/2015	—	—	Justrite Manufacturing Company LLC
PERU	JUSTRITE	621332-	6/5/2015	—	—	Justrite Manu-

COUNTRY	MARK	SERIAL NO.	FILED	REGN. NO.	REGIS-TERED	OWNER
	and Design	2015				facturing Com-pany LLC
PERU	Justrite Flame Design	621333-2015	6/5/2015	—	—	Justrite Manu-facturing Com-pany LLC
SINGAPORE	JUSTRITE and Design	4020150971 4P	6/8/2015	—	—	Justrite Manu-facturing Com-pany LLC
SINGAPORE	Justrite Flame Design	4020150971 5T	6/8/2015	—	—	Justrite Manu-facturing Com-pany LLC
SOUTH KO-REA	JUSTRITE and Design	4020150041 834	6/8/2015	—	—	Justrite Manu-facturing Com-pany LLC
SOUTH KO-REA	Justrite Flame Design	4020150041 866	6/8/2015	—	—	Justrite Manu-facturing Com-pany LLC
SWITZER-LAND	JUSTRITE and Design	56701/2015	6/5/2015	—	—	Justrite Manu-facturing Com-pany LLC
SWITZER-LAND	Justrite Flame Design	56702/2015	6/5/2015	—	—	Justrite Manu-facturing Com-pany LLC