

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM437194

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Cannon Safe, Inc.		07/31/2017	Corporation: NEVADA
GunVault USA, Inc.		07/31/2017	Corporation: NEVADA
Stack-On Products Co.		07/31/2017	Corporation: ILLINOIS

**RECEIVING PARTY DATA**

<b>Name:</b>	Barings Finance LLC, as Administrative Agent
<b>Street Address:</b>	550 S. Tryon Street
<b>Internal Address:</b>	Suite 3300
<b>City:</b>	Charlotte
<b>State/Country:</b>	NORTH CAROLINA
<b>Postal Code:</b>	28202
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

**PROPERTY NUMBERS Total: 75**

Property Type	Number	Word Mark
Registration Number:	1627156	HOME-PRO
Registration Number:	1931944	SECURITY PLUS
Registration Number:	2435774	SENTINEL
Registration Number:	1895604	STEP N STORE
Registration Number:	1007898	STACK-ON
Registration Number:	1874609	ROAD BOX
Registration Number:	0681316	REM LINE
Registration Number:	2051799	STACK-ON
Registration Number:	4262328	ALLEGIANCE
Registration Number:	4642153	SAFE SENTINEL
Registration Number:	4654121	KEEP 'EM SAFE LOCKED AND UNLOADED
Registration Number:	4255094	SOVEREIGN
Registration Number:	3525511	STACK-ON ELITE
Registration Number:	3569093	STACK-ON STRONG BOX
Registration Number:	3525512	STACK-ON TOTAL DEFENSE
Registration Number:	4899265	STACK-ON FIREPOWER

OP \$1890.00 1627156

Property Type	Number	Word Mark
Registration Number:	4965853	WILDERNESS
Registration Number:	5005123	ARMORGUARD
Serial Number:	87481016	HOMESTEAD
Registration Number:	4330411	A SAFE FAMILY IS A CANNON FAMILY
Registration Number:	4732610	A SAFE IN EVERY HOME
Registration Number:	4111786	ARMORY
Serial Number:	86313718	BUILT TO PROTECT
Registration Number:	3297985	CANNON
Serial Number:	86876482	CANNON STRENGTH. LIFETIME PROTECTION.
Registration Number:	4605847	CANNON: THE NEXT HOME APPLIANCE
Registration Number:	4605843	CANNON: YOUR NEXT HOME APPLIANCE
Registration Number:	4633518	CHANGLE
Registration Number:	4111773	COMMANDER
Registration Number:	4429242	CSP CANNON SECURITY PRODUCTS
Serial Number:	87228098	DEPENDABLE DEFENSE
Registration Number:	5177618	DIRECTOR
Registration Number:	4732611	ELECTRONIC MECHANICAL PROTOCOL
Registration Number:	4638082	EMP LOCK
Serial Number:	86269240	EXECUTIVE SAFE
Registration Number:	3407937	EXECUTIVE VAULT
Serial Number:	86461978	FALCON
Registration Number:	4347186	HOME GUARD
Registration Number:	5177619	LANDMARK
Registration Number:	5177617	LOFT
Registration Number:	3416928	OXBOW
Registration Number:	4621493	SAFES: THE NEXT HOME APPLIANCE
Registration Number:	4605845	SAFES: YOUR NEXT HOME APPLIANCE
Registration Number:	4354620	SAFESAVER
Registration Number:	3640838	SCOUT
Serial Number:	86876740	SECURE ORGANIZATION
Serial Number:	86876494	THE LIFETIME LEADER IN HOME SAFES
Registration Number:	4605846	THE NEXT HOME APPLIANCE
Registration Number:	3740335	TRU RACK
Serial Number:	87463182	EDGE PERSONAL SAFE BY CANNON
Serial Number:	87488633	THE LIFETIME SAFE COMPANY
Serial Number:	87493646	CANNON
Registration Number:	3503349	HOMEVAULT
Registration Number:	1796953	GUNVAULT

Property Type	Number	Word Mark
Registration Number:	1789294	GUNVAULT
Registration Number:	2039595	MINIVAULT
Registration Number:	2620397	NO-EYES
Registration Number:	2896217	LONG GUNVAULT
Registration Number:	3339817	
Registration Number:	3550698	MULTIVAULT
Registration Number:	3616514	GUNVAULT BIO
Registration Number:	4308980	TRIGGERVAULT
Registration Number:	4739430	BARREL VAULT
Registration Number:	4436858	RADIOVAULT
Registration Number:	4309218	MICROVAULT
Registration Number:	4309221	NANOVAULT
Registration Number:	4309220	DRAWERVAULT
Registration Number:	4309219	SPEEDVAULT
Registration Number:	4417181	SAFE QUICK STRONG SMART
Registration Number:	4509922	TACVAULT
Registration Number:	4596330	ARVAULT
Registration Number:	4763079	A SAFER WAY OF LIVING
Serial Number:	86269067	MOMVAULT
Registration Number:	5139774	HOME DEFENDER SERIES
Registration Number:	4885920	VELOCITYVAULT

**CORRESPONDENCE DATA**

**Fax Number:** 7044448857

*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:** 70043432000

**Email:** twitcher@mcguirewoods.com

**Correspondent Name:** Terry L. Witcher, Paralegal

**Address Line 1:** McGuireWoods LLP

**Address Line 2:** 201 N. Tryon Street, Suite 3000

**Address Line 4:** Charlotte, NORTH CAROLINA 28202

**NAME OF SUBMITTER:** Terry L. Witcher, Paralegal

**SIGNATURE:** /s/ Terry L. Witcher

**DATE SIGNED:** 07/31/2017

**Total Attachments: 9**

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## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of July 31, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by the entities identified as grantors on the signature pages hereto (individually, a “**Grantor**,” and, collectively, the “**Grantors**”) in favor of Barings Finance LLC, as Administrative Agent and Collateral Agent for the Secured Parties (in such capacity and together with its successors and permitted assigns, the “**Administrative Agent**”).

**WHEREAS**, the Grantors are party to a Security Agreement, dated as of July 31, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) between each of the Grantors and the other grantors party thereto and the Administrative Agent pursuant to which the Grantors granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Administrative Agent as follows:

### SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

### SECTION 2. GRANT OF SECURITY INTEREST

As security for the payment or performance in full of the Secured Obligations, including the Guaranteed Obligations, each Grantor hereby pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”); *provided*, that the Trademark Collateral shall not include any Excluded Assets:

- (i) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names other source or business identifiers, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (“**USPTO**”), including the registrations and registrations applications listed in Schedule A hereto, or any similar offices in any State of the United States or any political subdivision thereof, and all extensions or renewals thereof, as well as any unregistered trademarks and service marks used by a Grantor; and (b) all goodwill connected with the use thereof and symbolized thereby;
- (ii) all additions and improvements to the foregoing, renewals and extensions thereof, rights to sue or otherwise recover for infringements or other violations thereof;

- (iii) all rights corresponding to the foregoing throughout the world; and
- (iv) to the extent not otherwise included, all Proceeds, products, accessions, rents and profits of any and all of the foregoing, in whatever form.

**SECTION 2.1 Certain Limited Exclusions.** Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing, and acceptance by the USPTO, of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

### **SECTION 3. SECURITY AGREEMENT**

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative 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 that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

### **SECTION 4. RECORDATION**

Each Grantor hereby authorizes and requests that the USPTO record this Trademark Security Agreement.

### **SECTION 5. TERMINATION**

This Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations (other than contingent obligations not yet due and owing or any Cash Management Obligations or any obligation in respect of Secured Hedge Agreements). Upon the termination of this Agreement, the Administrative Agent shall, at the expense of the Grantors, execute all documents, make all filings, take all other actions reasonably requested by the Grantors to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein.

**SECTION 6. GOVERNING LAW**

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW PRINCIPLES THAT WOULD APPLY THE LAWS OF ANOTHER JURISDICTION.


**SECTION 7. COUNTERPARTS**

This Agreement may be executed in one or more counterparts and by different parties hereto in separate 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.

[Remainder of page intentionally left blank]

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

CANNON SAFE, INC.  
GUNVAULT USA, INC.  
STACK-ON PRODUCTS CO.

By:   
Name: Aaron Baker  
Title: President



SCHEDULE A  
to  
TRADEMARK SECURITY AGREEMENT

**UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS**

**STACK-ON PRODUCTS CO.**

Mark	Status	App. Number	Filing Date	Reg. No. Number	Reg. Date	Owner
HOME-PRO	Registered	73/789378	03/27/1989	1,627,156	12/11/1990	Stack-On Products Co.
SECURITY PLUS and Design	Registered	74/390267	05/14/1993	1,931,944	10/31/1995	Stack-On Products Co.
Sentinel	Registered	75/646355	02/22/1999	2,435,774	03/13/2001	Stack-On Products Co.
STEP N STORE	Registered	74/377288	04/09/1993	1,895,604	05/23/1995	Stack-On Products Co.
STACK-ON	Registered	73/003229	10/10/1973	1,007,898	04/01/1975	Stack-On Products Co.
ROAD BOX	Registered	74/308574	08/28/1992	1,874,609	01/17/1995	Stack-On Products Co.
REM LINE	Registered	72/061238	10/24/1958	681,316	07/07/1959	Remline Industries, Inc.
Stack-On	Registered	74/587568	10/19/1994	2,051,799	04/15/1997	Stack-On Products Co.
ALLEGIANCE	Registered	85/438189	10/03/2011	4,262,328	12/18/2012	Stack-On Products Co.
SAFE SENTINEL	Registered	86/028070	8/3/2013	4,642,153	11/18/2014	Stack-On Products Co.
KEEP 'EM SAFE LOCKED AND UNLOADED	Registered	86/102832	10/28/2013	4,654,121	12/09/2014	Stack-On Products Co.
SOVEREIGN	Registered	85/455017	10/24/2011	4,255,094	12/04/2012	Stack-On Products Co.
STACK-ON ELITE	Registered	77/353382	12/17/2007	3,525,511	10/28/2008	Stack-On Products Co.
STACK-ON STRONG BOX	Registered	77/353391	12/17/2007	3,569,093	02/03/2009	Stack-On Products Co.
STACK-ON TOTAL DEFENSE	Registered	77/353386	12/17/2007	3,525,512	10/28/2008	Stack-On Products Co.
STACK-ON FIREPOWER	Registered	86/414411	10/03/2014	4,899,265	02/09/2016	Stack-On Products Co.
WILDERNESS	Registered	86/539926	02/19/2015	4965853	05/24/2016	Stack-On Products Co.
ARMORGUARD	Registered	86/793814	10/20/2015	5,005,123	07/19/2016	Stack-On Products Co.
HOMESTEAD	Pending ITU	87/481016	6/8/2017			Stack-On Products Co.

**CANNON SAFE, INC.**

<b>Trademark</b>	<b>Status</b>	<b>App. No.</b>	<b>Filing Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>	<b>Owner</b>
A SAFE FAMILY IS A CANNON FAMILY	Registered	85/557995	01-Mar-2012	4330411	07-May-2013	Cannon Safe, Inc.
A SAFE IN EVERY HOME	Registered	86/161977	09-Jan-2014	4732610	05-May-2015	Cannon Safe, Inc.
ARMORY	Registered	85/384050	28-Jul-2011	4111786	13-Mar-2012	Cannon Safe, Inc.
BUILT TO PROTECT	Allowed	86/313718	18-Jun-2014			Cannon Safe, Inc.
CANNON	Registered	78/930058	14-Jul-2006	3297985	25-Sep-2007	Cannon Safe, Inc.
CANNON STRENGTH. LIFETIME PROTECTION.	Allowed	86/876482	15-Jan-2016			Cannon Safe, Inc.
CANNON: THE NEXT HOME APPLIANCE	Registered	85/459547	28-Oct-2011	4605847	16-Sep-2014	Cannon Safe, Inc.
CANNON: YOUR NEXT HOME APPLIANCE	Registered	85/454913	24-Oct-2011	4605843	16-Sep-2014	Cannon Safe, Inc.
CHANGLE	Registered	86/019189	24-Jul-2013	4633518	04-Nov-2014	Cannon Safe, Inc.
COMMANDER	Registered	85/383806	28-Jul-2011	4111773	13-Mar-2012	Cannon Safe, Inc.
CSP, CANNON SECURITY PRODUCTS (stylized and/or with design)	Registered	85/402885	19-Aug-2011	4429242	05-Nov-2013	Cannon Safe, Inc.
						
DEPENDABLE DEFENSE	Published	87/228098	07-Nov-2016			Cannon Safe, Inc.
DIRECTOR	Allowed	86/876708	15-Jan-2016	5177618	04-Apr-2017	Cannon Safe, Inc.

Schedule A to Trademark Security Agreement

92376428

**TRADEMARK  
REEL: 006118 FRAME: 0010**

<b>Trademark</b>	<b>Status</b>	<b>App. No.</b>	<b>Filing Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>	<b>Owner</b>
ELECTRONIC MECHANICAL PROTOCOL	Registered	86/161982	09-Jan-2014	4732611	05-May-2015	Cannon Safe, Inc.
EMP LOCK	Registered	86/019166	24-Jul-2013	4638082	11-Nov-2014	Cannon Safe, Inc.
EXECUTIVE SAFE	Allowed	86/269240	01-May-2014			Cannon Safe, Inc.
EXECUTIVE VAULT	Registered	77/068874	20-Dec-2006	3407937	08-Apr-2008	Cannon Safe, Inc.
FALCON	Allowed	86/461978	21-Nov-2014			Cannon Safe, Inc.
HOMEGUARD	Registered	85/256152	02-Mar-2011	4347186	04-Jun-2013	Cannon Safe, Inc.
LANDMARK	Allowed	86/876724	15-Jan-2016	5177619	04-Apr-2017	Cannon Safe, Inc.
LOFT	Allowed	86/876693	15-Jan-2016	5177617	04-Apr-2017	Cannon Safe, Inc.
OXBOW	Registered	77/100774	06-Feb-2007	3416928	29-Apr-2008	Cannon Safe, Inc.
SAFES: THE NEXT HOME APPLIANCE	Registered	85/459549	28-Oct-2011	4621493	14-Oct-2014	Cannon Safe, Inc.
SAFES: YOUR NEXT HOME APPLIANCE	Registered	85/459542	28-Oct-2011	4605845	16-Sep-2014	Cannon Safe, Inc.
SAFESAVER	Registered	85/408800	26-Aug-2011	4354620	18-Jun-2013	Cannon Safe, Inc.
SCOUT	Registered	77/436265	31-Mar-2008	3640838	16-Jun-2009	Cannon Safe, Inc.
SECURE ORGANIZATION	Published	86/876740	15-Jan-2016			Cannon Safe, Inc.
THE LIFETIME LEADER IN HOME SAFES	Allowed ITU	86/876494	15-Jan-2016			Cannon Safe, Inc.
THE NEXT HOME APPLIANCE	Registered	85/459544	28-Oct-2011	4605846	16-Sep-2014	Cannon Safe, Inc.



Schedule A to Trademark Security Agreement

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**TRADEMARK**  
**REEL: 006118 FRAME: 0011**

Trademark	Status	App. No.	Filing Date	Reg. No.	Reg. Date	Owner
TRU RACK	Registered	77/082225	12-Jan-2007	3740335	19-Jan-2010	Cannon Safe, Inc.
EDGE PERSONAL SAFE BY CANNON	Pending ITU	87/463182	24-MAY-2017			Cannon Safe, Inc.
THE LIFETIME SAFE COMPANY	Pending	87/488633	14-Jun-2017			Cannon Safe, Inc.
CANNON	Pending	87/493646	16-Jun-2017			Cannon Safe, Inc.

### GUNVAULT USA, INC.

Trademark	Status	App. No.	Filing Date	Reg. No.	Reg. Date	Owner
HOMEVAULT	Registered	78/930048	14-Jul-2006	3503349	16-Sep-2008	GunVault, Inc.
GUNVAULT	Registered	74/135453	01-Feb-1991	1796953	05-Oct-1993	GunVault, Inc.
GUNVAULT & Design 	Registered	74/341322	21-Dec-1992	1789294	24-Aug-1993	GunVault, Inc.
MINIVAULT	Registered	74/461660	22-Nov-1993	2039595	25-Feb-1997	GunVault, Inc.
NO-EYES	Registered	76/231981	29-Mar-2001	2620397	17-Sep-2002	GunVault, Inc.
LONG GUNVAULT	Registered	76/468772	08-Nov-2002	2896217	19-Oct-2004	GunVault, Inc.
	Registered	78/930027	14-Jul-2006	3339817	20-Nov-2007	GunVault, Inc.
MULTIVAULT	Registered	77/068727	20-Dec-2006	3550698	23-Dec-2008	GunVault, Inc.
GUNVAULT BIO	Registered	77/068706	20-Dec-2006	3616514	05-May-2009	GunVault, Inc.
TRIGGER VAULT	Registered	85/693144	01-Aug-2012	4308980	26-Mar-2013	GunVault, Inc.
BARREL VAULT	Registered	85/693140	01-Aug-2012	4739430	19-May-2015	GunVault, Inc.

Schedule A to Trademark Security Agreement

92376428

**TRADEMARK**  
**REEL: 006118 FRAME: 0012**

<b>Trademark</b>	<b>Status</b>	<b>App. No.</b>	<b>Filing Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>	<b>Owner</b>
RADIOVAULT	Registered	85/203404	21-Dec-2010	4436858	19-Nov-2013	GunVault, Inc.
MICROVAULT	Registered	85/746261	04-Oct-2012	4309218	26-Mar-2013	GunVault, Inc.
NANOVAULT	Registered	85/746349	04-Oct-2012	4309221	26-Mar-2013	GunVault, Inc.
DRAWERVAULT	Registered	85/746286	04-Oct-2012	4309220	26-Mar-2013	GunVault, Inc.
SPEED VAULT	Registered	85/746265	04-Oct-2012	4309219	26-Mar-2013	GunVault, Inc.
SAFE QUICK STRONG SMART	Registered	85/746366	04-Oct-2012	4417181	15-Oct-2013	GunVault, Inc.
TACVAULT	Registered	86/021432	26-Jul-2013	4509922	08-Apr-2014	GunVault, Inc.
ARVAULT	Registered	86/161836	09-Jan-2014	4596330	02-Sep-2014	GunVault, Inc.
A SAFER WAY OF LIVING	Registered	86/269116	01-May-2014	4763079	30-Jun-2015	GunVault, Inc.
MOMVAULT	Allowed ITU	86/269067	01-May-2014			GunVault, Inc.
HOME DEFENDER SERIES	Registered	86/656907	09-Jun-2015	5139774	14-Feb-2017	GunVault, Inc.
VELOCITYVAULT	Registered	86/660746	12-Jun-2015	4885920	12-Jan-2016	GunVault, Inc.

Schedule A to Trademark Security Agreement

92376428

RECORDED: 07/31/2017

**TRADEMARK**  
REEL: 006118 FRAME: 0013