

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM444808

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Paladin Brands Group, Inc., as Grantor		09/26/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	KPS CAPITAL FINANCE MANAGEMENT, LLC, as Collateral Agent		
<b>Street Address:</b>	485 Lexington Avenue		
<b>City:</b>	NEW YORK		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10017		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87424420	PULSE TECHNOLOGY	
<b>Serial Number:</b>	87094611	VERSIGRAB	
<b>Registration Number:</b>	4598255	PALADIN	
<b>Registration Number:</b>	4577675	NEXUS	
<b>Registration Number:</b>	4611153	POWERFILL	
<b>Registration Number:</b>	5042893	STRIKE FORCE	
<b>Registration Number:</b>	4629954	TRIAD	
<b>Registration Number:</b>	4756662		
<b>Registration Number:</b>	5172142	TWINDRIVE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Email:</b>	mcastle@paulweiss.com, aspoto@paulweiss.com, dewilliams@paulweiss.com		
<b>Correspondent Name:</b>	Matthew Castle		
<b>Address Line 1:</b>	Paul Weiss Rifkind Wharton & Garrison LLP		
<b>Address Line 2:</b>	1285 Avenue of the Americas		
<b>Address Line 4:</b>	New York, NEW YORK 10019-6064		

CH \$240.00 87424420

<b>ATTORNEY DOCKET NUMBER:</b>	21096-006
<b>NAME OF SUBMITTER:</b>	Matthew Castle
<b>SIGNATURE:</b>	/Matthew Castle/
<b>DATE SIGNED:</b>	09/27/2017

**Total Attachments: 6**

source=Grant of Security Interest in United States Patents and Trademarks (Paladin Brands- KPS Executed)#page1.tif

source=Grant of Security Interest in United States Patents and Trademarks (Paladin Brands- KPS Executed)#page2.tif

source=Grant of Security Interest in United States Patents and Trademarks (Paladin Brands- KPS Executed)#page3.tif

source=Grant of Security Interest in United States Patents and Trademarks (Paladin Brands- KPS Executed)#page4.tif

source=Grant of Security Interest in United States Patents and Trademarks (Paladin Brands- KPS Executed)#page5.tif

source=Grant of Security Interest in United States Patents and Trademarks (Paladin Brands- KPS Executed)#page6.tif

## Grant of Security Interest in United States Patents and Trademarks

September 26, 2017

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Paladin Brands Group, Inc., a Delaware corporation (as "Grantor"), having its chief executive office at 2211 York Road, Suite 320, Oak Brook, IL 60523, hereby grants to KPS CAPITAL FINANCE MANAGEMENT, LLC, as Collateral Agent, (the "Grantee"), with offices at 485 Lexington Avenue, New York, New York 10017, a security interest in all of the Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Patent and Trademark Collateral"), whether presently existing or hereafter arising or acquired:

(i) each United States patent and patent application, including each Patent and Patent Application referred to on Schedule A hereto;

(ii) each United States trademark, trademark registration and trademark application, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark, trademark registration and trademark application, including each Trademark, Trademark Registration and Trademark Application referred to in Schedule B hereto; and

(iii) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement of any Patent, or past, present or future infringement or dilution of any Trademark or Trademark registration, including any Patent or Trademark listed on Schedule A or B hereto, or for injury to the goodwill associated with any Trademark or Trademark registration.

THIS GRANT is granted in conjunction with the security interests granted to the Grantee pursuant to the Pledge and Security Agreement among the Grantors, the Grantee and certain other parties dated as of August 16, 2013, as amended, modified or supplemented from time to time (the "Pledge and Security Agreement").

THIS GRANT has been granted in conjunction with the security interest granted to the Grantee under the Pledge and Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to the Pledge and Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall govern.

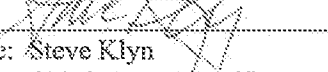
This Grant and any Lien created herein is subject to the lien priority and other provisions set forth in that certain Intercreditor Agreement dated as of August 16, 2013, among PNC Bank, National Association, as ABL Agent, Bank of America, N.A., as Senior Term Credit Agreement Agent and Initial Term Representative, KPS Capital Finance Management, LLC, as Junior Term Credit Agreement Agent, IES Global B.V., International Equipment Solutions, LLC, Paladin Brands Holding, Inc., Crenlo Cab Products, Inc., Emcor Enclosures, Inc. and the other parties named therein, as amended, restated, supplemented or otherwise modified from time to time.

THIS AGREEMENT SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING, WITHOUT LIMITATION, SECTION 5.1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK).

This Agreement may be executed in counterparts (by telecopy or other electronic imaging), each of which shall constitute an original, but all of which when taken together shall constitute a single contract.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

PALADIN BRANDS GROUP, INC.,  
as Grantor

By:   
Name: Steve Klyn  
Title: Chief Financial Officer, Vice President  
and Secretary


[Signature Page to Grant of Security Interest in United States Patents and Trademarks]

**TRADEMARK**  
**REEL: 006162 FRAME: 0986**

KPS CAPITAL FINANCE MANAGEMENT, LLC,

By: KPS Capital Partners, LP, its sole member

By KPS Capital Partners, LLC, its general partner

By:   
Name: David P. Shapiro  
Title: Member


**Schedule A to Patent and Trademark Agreement**

**PATENTS AND PATENT APPLICATIONS**

<b>Company</b>	<b>Country</b>	<b>Title</b>	<b>App. No.</b>	<b>Patent No.</b>	<b>App. Date</b>	<b>Patent Date</b>
Paladin Brands Group, Inc.	United States	THUMB WITH A DETACHABLE BODY	14/252,155	9,481,978	04/14/2014	11/01/2016
Paladin Brands Group, Inc.	United States	LOADER COUPLER WITH REMOVABLE MOUNT PINS	13/423,242	9,689,138	03/18/2012	06/27/2017
Paladin Brands Group, Inc.	United States	DUAL-MODE THUMB FOR EXCAVATOR	13/585,662	9,151,012	08/14/2012	10/06/2015
Paladin Brands Group, Inc.	United States	Dual Cylinder Dual Pick-Up Coupler	13/946,322	8,800,179	07/19/2013	08/12/2014
Paladin Brands Group, Inc.	United States	Zero Offset Loader Coupling System and Components	13/584,255	9,051,716	08/13/2012	06/09/2015
Paladin Brands Group, Inc.	United States	Work Implement Frame with Gate	15/611,438		06/01/2017	
Paladin Brands Group, Inc.	United States	Torsional Coupling for a Mobile Attachment Device	14/026,380	9,234,549	09/13/2013	01/12/2016

Schedule B to Patent and Trademark Agreement

**TRADEMARKS**

Company	Country	Trademark	App. No.	Reg. No.	App. Date	Reg. Date
Paladin Brands Group, Inc.	United States - (US)	PULSE TECHNOLOGY	87/424,420		04/25/2017	
Paladin Brands Group, Inc.	United States - (US)	VERSIGRAB	87/094,611		07/06/2016	
Paladin Brands Group, Inc.	United States - (US)	PALADIN	85/931,737	4,598,255	05/14/2013	09/02/2014
Paladin Brands Group, Inc.	United States - (US)	NEXUS	86/119,991	4577675	11/15/2013	07/29/2014
Paladin Brands Group, Inc.	United States - (US)	POWERFILL	86/056,723	4,611,153	09/05/2013	09/23/2014
Paladin Brands Group, Inc.	United States - (US)	STRIKE FORCE	86/827,018	5,042,893	11/20/2015	09/13/2016
Paladin Brands Group, Inc.	United States - (US)	TRIAD	86/174,610	4,629,954	01/24/2014	10/28/2014
Paladin Brands Group, Inc.	United States - (US)	(shield design) 	86/057,084	4,756,662	09/05/2013	06/16/2015
Paladin Brands Group, Inc.	United States - (US)	TWINDRIVE	86/645,478	5,172,142	05/29/2015	03/28/2017

TRADEMARK

REEL: 006162 FRAME: 0989

RECORDED: 09/27/2017