

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM451782

<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>
Shop Vac Corporation		11/20/2017	Corporation: NEW JERSEY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A., as Administrative Agent		
<b>Street Address:</b>	4 New York Plaza, 17th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10004		
<b>Entity Type:</b>	Chartered Bank: NEW YORK		
<b>PROPERTY NUMBERS Total: 69</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	945113	BULLDOG	
<b>Registration Number:</b>	3174521	BRUTE	
<b>Registration Number:</b>	976740	AQUA-VAC	
<b>Registration Number:</b>	4321187	HIPPO	
<b>Registration Number:</b>	1004130	HANG-UP VAC	
<b>Registration Number:</b>	1157925	HIPPO	
<b>Registration Number:</b>	1182736	SHOP-SWEEP	
<b>Registration Number:</b>	1419825	BRUTE	
<b>Registration Number:</b>	3117782	VAC N VAC	
<b>Registration Number:</b>	3849948	FLIPNPOUR	
<b>Registration Number:</b>	3428674	RIGHT STUFF	
<b>Registration Number:</b>	3456742	PROLONG	
<b>Registration Number:</b>	3702197	SHOP VAC PROFESSIONAL	
<b>Registration Number:</b>	3699597	SHOP-VAC CONTRACTOR	
<b>Registration Number:</b>	3658985	HANG ON	
<b>Registration Number:</b>	3867977	SHOP VAC QUIET	
<b>Registration Number:</b>	3864969	SHOP VAC QUIET PLUS	
<b>Registration Number:</b>	3710676	QUIET DELUXE	
<b>Registration Number:</b>	3758522	SHOP VAC GARAGE VAC	

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<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
<b>Registration Number:</b>	4139411	TAKING HARD WORK OUT OF YARD WORK
<b>Registration Number:</b>	3926423	QUATTROFLEX 4 TO 1 FLEXIBLE HOSE
<b>Registration Number:</b>	4218129	SHOP VAC SUPER
<b>Registration Number:</b>	3929336	QUATTROFLEX
<b>Registration Number:</b>	3945910	ALL AROUND EZ
<b>Registration Number:</b>	3854004	BUCKETMAX
<b>Registration Number:</b>	4019608	SPLASH CONTROL
<b>Registration Number:</b>	4386854	POWER LID
<b>Registration Number:</b>	4046614	HAWKEYE
<b>Registration Number:</b>	4176341	MIGHTYMINI
<b>Registration Number:</b>	4812980	SHOP·AIR
<b>Registration Number:</b>	1592815	IF YOU OWN A HOUSE, YOU GOTTA OWN A SHOP
<b>Registration Number:</b>	4919412	SVX2
<b>Registration Number:</b>	4938721	PUMP VAC
<b>Registration Number:</b>	5030776	SHOP-CAN
<b>Registration Number:</b>	5097272	SHOP·AIR A SHOP-VAC COMPANY DIRECT DRIVE
<b>Registration Number:</b>	5097273	SHOP·AIR A SHOP-VAC COMPANY DIRECT DRIVE
<b>Registration Number:</b>	5097274	SHOP·AIR A SHOP-VAC COMPANY DIRECT DRIVE
<b>Registration Number:</b>	5242390	SHOP·AIR A SHOP-VAC COMPANY BELT DRIVE 1
<b>Registration Number:</b>	5242391	SHOP·AIR A SHOP-VAC COMPANY BELT DRIVE 1
<b>Registration Number:</b>	5242392	SHOP·AIR A SHOP-VAC COMPANY BELT DRIVE 2
<b>Registration Number:</b>	1669883	TOOL MATE
<b>Registration Number:</b>	4190029	TOOL MATE
<b>Registration Number:</b>	1870436	1 X 1
<b>Registration Number:</b>	1893929	SHOP SWEEP
<b>Registration Number:</b>	2006932	QSP
<b>Registration Number:</b>	2188106	ALL AROUND
<b>Registration Number:</b>	2211499	BULLDOG
<b>Registration Number:</b>	2199059	QPV
<b>Registration Number:</b>	2207646	ONDEMANDVAC
<b>Registration Number:</b>	2261447	QPV THE QUIET VACUUM THAT PUMPS
<b>Registration Number:</b>	4081009	FLOORMASTER
<b>Registration Number:</b>	2245066	THE ONLY THING MORE POWERFUL IS OUR NAME
<b>Registration Number:</b>	3651576	HANG-ON
<b>Registration Number:</b>	3303248	SHOP-PAC
<b>Registration Number:</b>	2607223	LOCK ON
<b>Serial Number:</b>	86893232	HANG AROUND
<b>Serial Number:</b>	86893216	MOSTAIRE

Property Type	Number	Word Mark
Serial Number:	86604787	BULLDOG TOUGH
Serial Number:	86589166	SHOP WASH
Serial Number:	86589168	SHOP SCRUB
Serial Number:	86609559	SHOP VAC AUTOMOTIVE
Serial Number:	86623285	SHOP WIPE
Serial Number:	87107278	SHOP VAC EZ
Serial Number:	86905050	SHOP VAC HOME
Serial Number:	87246668	DIRECT DRIVE 11,000 SLIMLINE FAN
Serial Number:	87233530	GO2
Serial Number:	87246666	STAINLESS STEEL 1,800 FLOOR FAN
Serial Number:	87445453	SHOP VAC· BRAND HIGH PERFORMANCE
Serial Number:	87528429	FAST PASS

**CORRESPONDENCE DATA**

**Fax Number:** 8883259172

*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:** 617-239-0567

**Email:** carla.hines@lockelord.com

**Correspondent Name:** Carla Hines

**Address Line 1:** 111 Huntington Avenue

**Address Line 2:** Locke Lord LLP

**Address Line 4:** Boston, MASSACHUSETTS 02199

**NAME OF SUBMITTER:** Carla Hines

**SIGNATURE:** /s/ Carla Hines

**DATE SIGNED:** 11/21/2017

**Total Attachments: 10**

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “Agreement”) is dated as of November 20, 2017, and is between SHOP VAC CORPORATION, a New Jersey corporation (the “Grantor”) and JPMorgan Chase Bank, N.A., as Administrative Agent for the benefit of itself and the other Lenders party to the Credit Agreement referred to below (in such capacity, the “Administrative Agent”).

WITNESSETH:

WHEREAS pursuant to the terms of that certain Credit Agreement dated as of November 20, 2017 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Grantor, as borrower, the other borrowers from time to time party thereto (the “Borrowers”), the loan guarantors from time to time party thereto (the “Loan Guarantors”; and together with the Borrowers, the “Loan Parties”), the lenders from time to time party thereto (the “Lenders”), and the Administrative Agent, the Lenders have agreed to extend credit and make certain financial accommodations to the Loan Parties.

WHEREAS pursuant to the terms of that certain Pledge and Security Agreement dated as of November 20, 2017 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Grantor, the other Loan Parties from time to time party thereto and the Administrative Agent, the Grantor has granted to the Administrative Agent a security interest and continuing lien on all of the Grantor’s right, title and interest in, to and under all Collateral, including the Trademark Collateral (as defined below), and all Collateral in each case whether now owned or existing or hereafter acquired or arising to secure the prompt and complete payment and performance of all Secured Obligations (as defined in the Credit Agreement) including the Secured Obligations of the Grantor under the Credit Agreement;

WHEREAS the parties to the Credit Agreement contemplate and intend that the Administrative Agent shall have all rights of a secured party in and to the Trademark Collateral and any proceeds thereof, including, without limitation, if an Event of Default (as defined in the Credit Agreement) shall occur and be continuing, the right to exercise its remedies under the Credit Agreement and the Security Agreement in connection with all of Grantor’s right, title and interest in such Trademark Collateral; and

WHEREAS pursuant to the Credit Agreement and the Security Agreement, the Grantor is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the Grantor agrees as follows:

*Section 1. Defined Terms*

Unless otherwise defined herein, capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Security Agreement.

*Section 2. Grant of Security Interest in Trademarks*

The Grantor hereby grants to the Administrative Agent a security interest in all of its right, title and interest in, to and under the Trademarks, including the Trademarks listed in Schedule A, in each case whether now owned or hereafter acquired (collectively, the “Trademark Collateral”).

***Section 3. Security for Obligations***

This Agreement secures, and the Trademark Collateral is collateral security for, the prompt and complete payment or performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise of all Secured Obligations.

***Section 4. Security Agreement***

The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms 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 of any irreconcilable conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

***Section 5. Recordation***

The Grantor hereby authorizes and requests that the Commissioner for Trademarks and any other applicable United States and Canadian government officer record this Agreement.

***Section 6. Miscellaneous***

This Agreement shall be governed by, and construed in accordance with the laws of the State of New York.

This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single agreement.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

GRANTOR:

SHOP VAC CORPORATION

By: 

Name: Jonathan Miller

Title: President

ADMINISTRATIVE AGENT:

JPMORGAN CHASE BANK, N.A.,  
as Administrative Agent

By: Marie Duhamel

Name: Marie C. Duhamel  
Title: Authorized Officer

**SCHEDULE A**  
**TO**  
**TRADEMARK SECURITY AGREEMENT**  
**UNITED STATES REGISTERED TRADEMARKS**

<b>Name of Obligor</b>	<b>Trademark</b>	<b>Registration Number</b>	<b>Registration Date</b>
SHOP-VAC CORPORATION	BULLDOG	945113	17-Oct-72
SHOP VAC CORPORATION	BRUTE	3174521	21-Nov-06
SHOP-VAC CORPORATION	AQUA-VAC	976740	15-Jan-74
SHOP VAC CORPORATION	HIPPO	4321187	16-Apr-13
SHOP-VAC CORPORATION	HANG-UP VAC	1004130	04-Feb-75
SHOP-VAC CORPORATION	HIPPO	1157925	23-Jun-81
SHOP VAC CORPORATION	SHOP-SWEEP	1182736	22-Dec-81
SHOP-VAC CORPORATION	BRUTE	1419825	09-Dec-86
SHOP VAC CORPORATION	VAC N VAC	3117782	18-Jul-06
SHOP VAC CORPORATION	FLIPNPOUR	3849948	21-Sep-10
SHOP VAC CORPORATION	RIGHT STUFF	3428674	13-May-08
SHOP VAC CORPORATION	PROLONG	3456742	01-Jul-08
SHOP VAC CORPORATION	SHOP VAC PROFESSIONAL & DESIGN	3702197	27-Oct-09
SHOP VAC CORPORATION	SHOP-VAC CONTRACTOR	3699597	20-Oct-09
SHOP VAC CORPORATION	HANG ON & DESIGN	3658985	21-Jul-09
SHOP VAC CORPORATION	SHOP VAC QUIET	3867977	26-Oct-10
SHOP VAC CORPORATION	SHOP VAC QUIET PLUS	3864969	19-Oct-10
SHOP VAC CORPORATION	QUIET DELUXE	3710676	10-Nov-09
SHOP VAC CORPORATION	SHOP VAC GARAGE VAC	3758522	09-Mar-10

(Schedule A to Trademark Security Agreement)



Name of Obligor	Trademark	Registration Number	Registration Date
SHOP VAC CORPORATION	TAKING HARD WORK OUT OF YARD WORK	4139411	08-May-12
SHOP VAC CORPORATION	QUATTROFLEX 4 TO 1 FLEXIBLE HOSE & DESIGN	3926423	01-Mar-11
SHOP VAC CORPORATION	SHOP VAC SUPER	4218129	02-Oct-12
SHOP VAC CORPORATION	QUATTROFLEX	3929336	08-Mar-11
SHOP VAC CORPORATION	ALL AROUND EZ	3945910	12-Apr-11
SHOP VAC CORPORATION	BUCKETMAX	3854004	28-Sep-10
SHOP VAC CORPORATION	SPLASH CONTROL LOGO	4019608	30-Aug-11
SHOP VAC CORPORATION	POWER LID	4386854	20-Aug-13
SHOP VAC CORPORATION	HAWKEYE	4046614	25-Oct-11
SHOP VAC CORPORATION	MIGHTYMINI	4176341	17-Jul-12
SHOP VAC CORPORATION	SHOP·AIR	4812980	15-Sep-15
SHOP VAC CORPORATION	IF YOU OWN A HOUSE, YOU GOTTA OWN A SHOP-VAC	1592815	24-Apr-90
SHOP VAC CORPORATION	SVX2 LOGO	4919412	15-Mar-16
SHOP VAC CORPORATION	PUMP VAC	4938721	12-Apr-16
SHOP VAC CORPORATION	SHOP-CAN	5030776	30-Aug-16
SHOP VAC CORPORATION	SHOP·AIR A SHOP-VAC COMPANY DIRECT DRIVE 6500 DRUM FAN & DESIGN	5097272	06-Dec-16
SHOP VAC CORPORATION	SHOP·AIR A SHOP-VAC COMPANY DIRECT DRIVE 9600 DRUM FAN & DESIGN	5097273	06-Dec-16
SHOP VAC CORPORATION	SHOP·AIR A SHOP-VAC COMPANY DIRECT DRIVE 11,000 DRUM FAN & DESIGN	5097274	06-Dec-16
SHOP VAC CORPORATION	SHOP·AIR A SHOP-VAC COMPANY BELT DRIVE 12,200 DRUM FAN & DESIGN	5242390	11-Jul-17
SHOP VAC CORPORATION	SHOP·AIR A SHOP-VAC COMPANY BELT DRIVE 16500 DRUM FAN & DESIGN	5242391	11-Jul-17

(Schedule A to Trademark Security Agreement)

Name of Obligor	Trademark	Registration Number	Registration Date
SHOP VAC CORPORATION	SHOP AIR A SHOP-VAC COMPANY BELT DRIVE 22,000 DRUM FAN & DESIGN	5242392	11-Jul-17
SHOP VAC CORPORATION	TOOL MATE	1669883	24-Dec-91
SHOP VAC CORPORATION	TOOL MATE	4190029	14-Aug-12
SHOP VAC CORPORATION	1 X 1	1870436	27-Dec-94
SHOP VAC CORPORATION	SHOP SWEEP	1893929	16-May-95
SHOP-VAC CORPORATION	QSP	2006932	08-Oct-96
SHOP VAC CORPORATION	ALL AROUND	2188106	08-Sep-98
SHOP VAC CORPORATION	BULLDOG	2211499	15-Dec-98
SHOP VAC CORPORATION	QPV	2199059	20-Oct-98
SHOP VAC CORPORATION	ONDEMANDVAC (STYLIZED)	2207646	01-Dec-98
SHOP VAC CORPORATION	QPV THE QUIET VACUUM THAT PUMPS	2261447	13-Jul-99
SHOP VAC CORPORATION	FLOORMASTER	4081009	03-Jan-12
SHOP VAC CORPORATION	THE ONLY THING MORE POWERFUL IS OUR NAME	2245066	11-May-99
SHOP-VAC CORPORATION	HANG-ON	3651576	07-Jul-09
SHOP VAC CORPORATION	SHOP-PAC	3303248	02-Oct-07
SHOP-VAC CORPORATION	LOCK ON & DESIGN	2607223	13-Aug-02

(Schedule A to Trademark Security Agreement)

UNITED STATES TRADEMARK APPLICATIONS

<b>Name of Obligor</b>	<b>Trademark Application</b>	<b>Application Serial Number</b>	<b>Application Filing Date</b>
SHOP VAC CORPORATION	HANG AROUND	86/893232	01-Feb-16
SHOP VAC CORPORATION	MOSTAIRE	86/893216	01-Feb-16
SHOP VAC CORPORATION	BULLDOG TOUGH	86/604787	21-Apr-15
SHOP VAC CORPORATION	SHOP WASH	86/589166	07-Apr-15
SHOP VAC CORPORATION	SHOP SCRUB	86/589168	07-Apr-15
SHOP VAC CORPORATION	SHOP VAC AUTOMOTIVE	86/609559	24-Apr-15
SHOP VAC CORPORATION	SHOP WIPE	86/623285	08-May-15
SHOP VAC CORPORATION	SHOP VAC EZ	87/107278	18-Jul-16
SHOP VAC CORPORATION	SHOP VAC HOME	86/905050	11-Feb-16
SHOP VAC CORPORATION	DIRECT DRIVE 11,000 SLIMLINE FAN ICON	87/246668	23-Nov-16
SHOP VAC CORPORATION	GO2	87/233530	11-Nov-16
SHOP VAC CORPORATION	STAINLESS STEEL 1,800 FLOOR FAN LOGO	87/246666	23-Nov-16
SHOP VAC CORPORATION	SHOP VAC BRAND HIGH PERFORMANCE LOGO	87/445453	11-May-17
SHOP VAC CORPORATION	FAST PASS	87/528429	14-Jul-17

(Schedule A to Trademark Security Agreement)

**CANADIAN TRADEMARKS**

<b>Name of Obligor</b>	<b>Trademark</b>	<b>Application Number</b>	<b>Registration Number</b>
Shop Vac Corporation	STAINLESS STEEL 1,800 FLOOR FAN & Design	1837158	n/a
Shop Vac Corporation	DIRECT DRIVE 11,000 SLIMLINE FAN & Design	1837173	n/a
Shop Vac Corporation	GO2	1833332	n/a
Shop Vac Corporation	TOOL AROUND	1802427	n/a
Shop Vac Corporation	SVX2 Design	1743453	TMA959448
Shop Vac Corporation	TAKING HARD WORK OUT OF YARD WORK	1740835	n/a
Shop Vac Corporation	NASTY WAND	1737882	n/a
Shop Vac Corporation	MOSTAIRE	1607393	n/a
Shop Vac Corporation	SHOP CAN	1556010	TMA923703
Shop Vac Corporation	ULTRA PRO	1516772	TMA857130
Shop Vac Corporation	SUPER HAWKEYE	1516799	TMA840973
Shop Vac Corporation	BUCKETMAX	1496027	TMA830440
Shop Vac Corporation	QUATTROFLEX	1446772	TMA830424
Shop Vac Corporation	QUATTROFLEX 4 TO 1 FLEXIBLE HOSE Design	1446774	TMA777481
Shop Vac Corporation	QUATTRO.FLEX	1420974	TMA813622
Shop Vac Corporation	QUIET DELUXE	1406368	TMA804682
Shop Vac Corporation	STORMAX	1399372	TMA798014
Shop Vac Corporation	HANG ON & Design	1392427	TMA745990
Shop Vac Corporation	HANG-ON	1380781	TMA767667
Shop Vac Corporation	PROLONG	1374246	TMA750898
Shop Vac Corporation	RIGHT STUFF	1316271	TMA819475
Shop Vac Corporation	VAC 'N VAC	1291789	TMA685606
Shop Vac Corporation	BP	1274065	TMA672381
Shop Vac Corporation	LOCKON & Design	1117222	TMA624654
Shop Vac Corporation	ROTO-LOK	1110871	TMA582619
Shop Vac Corporation	MIGHTY MINI	1026907	TMA550568
Shop Vac Corporation	QPV THE QUIET VACUUM THAT PUMPS	862127	TMA510195

(Schedule A to Trademark Security Agreement)

Name of Obligor	Trademark	Application Number	Registration Number
Shop Vac Corporation	ONDEMANDVAC DESIGN	851455	TMA505138
Shop Vac Corporation	QPV	845430	TMA498502
Shop Vac Corporation	THE ORIGINAL WET/DRY VAC	773559	TMA488841
Shop Vac Corporation	THE ORIGINAL WET/DRY VACUUM CLEANER	773560	TMA462530
Shop Vac Corporation	1 X 1	738621	TMA436401
Shop Vac Corporation	AQUA-VAC	694326	TMA413706
Shop Vac Corporation	TOOL MATE	678770	TMA404874
Shop Vac Corporation	CARMASTER	655384	TMA385268
Shop Vac Corporation	ALL AROUND	639858	TMA381967
Shop Vac Corporation	PICKS UP WHERE THE OTHERS LEAVE OFF	633920	TMA381922
Shop Vac Corporation	SOLO	627786	TMA370099
Shop Vac Corporation	SPOT-CHECK	627787	TMA380716
Shop Vac Corporation	FLOORMASTER	627788	TMA404735
Shop Vac Corporation	STEAMTEAM	622115	TMA377517
Shop Vac Corporation	AQUA-KLEAN	586373	TMA344761
Shop Vac Corporation	AQUA-KLEANER	586372	TMA344760
Shop Vac Corporation	BRUTE	562706	TMA365635
Shop Vac Corporation	FIRST MATE	559078	TMA327958
Shop Vac Corporation	MICRO MINI	539940	TMA319746
Shop Vac Corporation	BRUTE	538549	TMA369151
Shop Vac Corporation	MINI PRO	525241	TMA309480
Shop Vac Corporation	SOLO	525108	TMA309479
Shop Vac Corporation	BULLDOG	521569	TMA305894
Shop Vac Corporation	BENCH VAC	519169	TMA306321
Shop Vac Corporation	THE PERFORMER	517995	TMA308999
Shop Vac Corporation	HIPPO	445720	TMA246794
Shop Vac Corporation	RV VAC DESIGN	411153	TMA230987
Shop Vac Corporation	HANG-UP VAC	370623	TMA201934
Shop Vac Corporation	HIPPO-VAC	318191	TMA173540
Shop Vac Corporation	AQUA-VAC & DESIGN	263804	TMA125360

(Schedule A to Trademark Security Agreement)

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