

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM460910

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PIP Global Holdings, Inc.		01/31/2018	Corporation: DELAWARE
Protective Industrial Products, Inc.		01/31/2018	Corporation: NEW YORK
SAFETY WORKS, INC.		01/31/2018	Corporation: NEW YORK
McHenry Manufacturing, Inc.		01/31/2018	Corporation: NEW YORK
P.R. Industries, Inc.		01/31/2018	Corporation: MINNESOTA

RECEIVING PARTY DATA

Name:	ICG Debt Administration LLC, as Second Lien Agent
Street Address:	600 Lexington Avenue, 24th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 43

Property Type	Number	Word Mark
Registration Number:	1160755	FOGLESS
Registration Number:	1375530	U-FIT
Registration Number:	1516194	FIRST TEAM
Registration Number:	1661523	PANALITE
Registration Number:	1666520	BOUTON B
Registration Number:	2322298	MAKING THE WORLD SAFER, ONE PROJECT AT A
Registration Number:	2429306	SAFETY WORKS
Registration Number:	2580262	WEST COUNTY GARDENER
Registration Number:	2734123	CLEANTEAM
Registration Number:	2741526	WEST COUNTY GLOVES
Registration Number:	2772739	MAXIMUM SAFETY
Registration Number:	2810365	AMBI-DEX
Registration Number:	2810366	PIP
Registration Number:	2833998	PERMFLEX
Registration Number:	2844110	PROTECTIVE INDUSTRIAL PRODUCTS

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2868686	ARMOR
Registration Number:	2868687	PROCOAT
Registration Number:	2868688	EXCALIBUR
Registration Number:	2868689	FINGERNAILS
Registration Number:	2868690	THE RED HEAD
Registration Number:	3187071	G-TEK
Registration Number:	3321194	ASSURANCE
Registration Number:	3327307	CHEMGRIP
Registration Number:	3754224	EVA
Registration Number:	3782870	SAFETY ARMOR
Registration Number:	3877844	SUNFLOWER
Registration Number:	3900216	GREAT WHITE
Registration Number:	4035868	BRINGING THE BEST OF THE WORLD TO YOU
Registration Number:	4035883	SAFETY GEAR BY PIP
Registration Number:	4139986	3GX
Registration Number:	4212310	EZ-COOL
Registration Number:	3874579	MUD
Registration Number:	4233178	ESP
Registration Number:	4544134	PRITEX
Registration Number:	4685012	U-FIT
Registration Number:	5104762	POLYKOR
Registration Number:	5197956	BRAHMA QUALITY
Registration Number:	5272289	NEOFOAM
Registration Number:	5272290	XRYSTAL
Registration Number:	5346186	PIP
Registration Number:	5252361	SMART-FIT
Registration Number:	1613037	KUT-GARD
Serial Number:	87467887	BRAHMA

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: jbleskin@schiffhardin.com

Correspondent Name: Jennifer Bleskin

Address Line 1: 233 S. Wacker Drive, Suite 7100

Address Line 2: Schiff Hardin LLP

Address Line 4: Chicago, ILLINOIS 60606

NAME OF SUBMITTER: Jennifer Bleskin

SIGNATURE:	/s/ Jennifer Bleskin
DATE SIGNED:	02/05/2018
Total Attachments: 6 source=PIP (Audax) - Second Lien Trademark Security Agreement#page1.tif source=PIP (Audax) - Second Lien Trademark Security Agreement#page2.tif source=PIP (Audax) - Second Lien Trademark Security Agreement#page3.tif source=PIP (Audax) - Second Lien Trademark Security Agreement#page4.tif source=PIP (Audax) - Second Lien Trademark Security Agreement#page5.tif source=PIP (Audax) - Second Lien Trademark Security Agreement#page6.tif	

SECOND LIEN TRADEMARK SECURITY AGREEMENT

This Second Lien Trademark Security Agreement, dated as of January 31, 2018 (this “**Trademark Security Agreement**”), is made by the Domestic Note Parties signatory hereto (each, individually, a “**Grantor**” and collectively, the “**Grantors**”) in favor of ICG Debt Administration LLC, in its capacity as second lien agent (in such capacity, the “**Second Lien Agent**”) pursuant to that certain Second Lien Note Purchase Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Note Purchase Agreement**”), by and among PIP Buyer, Inc., a Delaware corporation, the Purchasers party thereto from time to time and the Second Lien Agent.

WITNESSETH:

WHEREAS, the Grantors are party to a Second Lien Guarantee and Collateral Agreement of even date herewith (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Guarantee and Collateral Agreement**”) by and among the Grantors, the other Domestic Note Parties party thereto and Second Lien Agent, pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Second Lien Agent, for the benefit of the Secured Parties, to enter into the Note Purchase Agreement, each Grantor hereby agrees with the Second Lien Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Guarantee and Collateral Agreement or Note Purchase Agreement and used herein shall have the respective meanings given to them in the Guarantee and Collateral Agreement or the Note Purchase Agreement, as the context shall require.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Second Lien Agent for the benefit of the Secured Parties a junior lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of such Grantor: the Trademark registrations and applications for Trademarks listed on Schedule I attached hereto, together with all goodwill and general intangibles of such Grantor relating thereto or represented thereby and all proceeds of the foregoing.

SECTION 3. The Guarantee and Collateral Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Second Lien Agent pursuant to the Guarantee and Collateral Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Second Lien Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms of which are incorporated herein by reference. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

SECTION 4. Termination. Upon the termination of the Guarantee and Collateral Agreement in accordance with Section 8.17 thereof, the Second Lien Agent shall, at the expense of the Grantors, execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Trademark Security Agreement. Receipt by facsimile or other electronic method of any executed signature page to this Trademark Security Agreement or any other Note Document shall constitute effective delivery of such signature page. This Trademark Security Agreement to the extent signed and delivered by means of a facsimile machine or other electronic transmission (including “pdf”) shall be

treated in all manner and respects and for all purposes as an original agreement or amendment and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No party hereto shall raise the use of a facsimile machine or other electronic transmission to deliver a signature or the fact that any signature or agreement or amendment was transmitted or communicated through the use of a facsimile machine or other electronic transmission as a defense to the formation or enforceability of a contract and each such party forever waives any such defense.

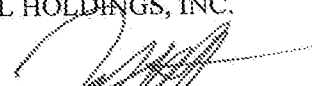
SECTION 6. Governing Law. The terms of Sections 10.16, 10.17 and 10.18 of the Note Purchase Agreement with respect to governing law, consent to jurisdiction, forum selection and waiver of jury trial are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

[Signature pages follow]

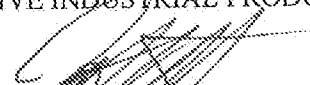
IN WITNESS WHEREOF, each Grantor has duly executed this Second Lien Trademark Security Agreement as of the date first written above.

GRANTORS:


PIP GLOBAL HOLDINGS, INC.

By: 
Name: Joseph A. Milot, Jr.
Title: President and Chief Executive Officer


PROTECTIVE INDUSTRIAL PRODUCTS, INC.

By: 
Name: Joseph A. Milot, Jr.
Title: President and Chief Executive Officer


SAFETY WORKS, INC.

By: 
Name: Joseph A. Milot, Jr.
Title: President

MCHENRY MANUFACTURING, INC.

By: 
Name: Joseph A. Milot, Jr.
Title: President

P.R. INDUSTRIES, INC.

By: 
Name: Joseph A. Milot, Jr.
Title: President

AGREED AND ACCEPTED
as of the date first written above:

ICG DEBT ADMINISTRATION LLC,
as Second Lien Agent

By: 

Name: Brian Spenser

Title: Authorized Person

[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 006266 FRAME: 0275

SCHEDULE I**TRADEMARK REGISTRATIONS AND APPLICATIONS FOR TRADEMARKS**

<u>Owner</u>	<u>Trademark</u>	<u>App. No.</u>	<u>Reg. No.</u>
Protective Industrial Products, Inc.	FOGLESS (stylized letters)	73237454	1160755
Protective Industrial Products, Inc.	U-FIT	73481027	1375530
Safety Works, Inc.	FIRST TEAM	73714595	1516194
Protective Industrial Products, Inc.	PANALITE	74087814	1661523
Protective Industrial Products, Inc.	BOUTON B (word and design)	74113995	1666520
Safety Works, Inc.	MAKING THE WORLD SAFER, ONE PROJECT AT A TIME	75426587	2322298
Safety Works, Inc.	SAFETY WORKS	75711099	2429306
Protective Industrial Products, Inc.	WEST COUNTY GARDENER	76232429	2580262
Protective Industrial Products, Inc.	CLEANTEAM	76379771	2734123
Protective Industrial Products, Inc.	WEST COUNTY GLOVES	76447532	2741526
Protective Industrial Products, Inc.	MAXIMUM SAFETY	76379884	2772739
Protective Industrial Products, Inc.	AMBI-DEX	76502984	2810365
Protective Industrial Products, Inc.	PIP (word and design)	76502985	2810366
Protective Industrial Products, Inc.	PERMFLEX	76502983	2833998
Protective Industrial Products, Inc.	PROTECTIVE INDUSTRIAL PRODUCTS	76502980	2844110
Protective Industrial Products, Inc.	ARMOR	76502975	2868686
Protective Industrial Products, Inc.	PROCOAT	76502976	2868687
Protective Industrial Products, Inc.	EXCALIBUR	76502977	2868688
Protective Industrial Products, Inc.	FINGERNAILS	76502978	2868689
Protective Industrial Products, Inc.	THE RED HEAD	76502979	2868690
Protective Industrial Products, Inc.	G-TEK	78812403	3187071
Protective Industrial Products, Inc.	ASSURANCE	78817381	3321194
Protective Industrial Products, Inc.	CHEMGRIP	78812438	3327307
Protective Industrial Products, Inc.	EVA	77775631	3754224
Safety Works, Inc.	SAFETY ARMOR	78883613	3782870
Protective Industrial Products, Inc.	MUD (stylized letters)	77804090	3874579
Protective Industrial Products, Inc.	SUNFLOWER	77804053	3877844
Protective Industrial Products, Inc.	GREAT WHITE	85041554	3900216
Protective Industrial Products, Inc.	BRINGING THE BEST OF THE WORLD TO YOU	85041640	4035868
Protective Industrial Products, Inc.	SAFETY GEAR BY PIP (word and design)	85047911	4035883
Protective Industrial Products, Inc.	3GX	85224407	4139986
Protective Industrial Products, Inc.	EZ-COOL	85224502	4212310

<u>Owner</u>	<u>Trademark</u>	<u>App. No.</u>	<u>Reg. No.</u>
Protective Industrial Products, Inc.	ESP	85555871	4233178
Protective Industrial Products, Inc.	PRITEX	85703072	4544134
Protective Industrial Products, Inc.	U-FIT	85474129	4685012
Protective Industrial Products, Inc.	POLYKOR	87029608	5104762
Protective Industrial Products, Inc.	BRAHMA QUALITY (word and design)	86370813	5197956
Protective Industrial Products, Inc.	NEOFOAM	87029729	5272289
Protective Industrial Products, Inc.	XRYSTAL	87029764	5272290
Protective Industrial Products, Inc.	PIP	87441857	5346186
McHenry Manufacturing, Inc.	SMART-FIT	87113239	5252361
P.R. Industries, Inc.	KUT-GARD	74012914	1613037
Protective Industrial Products, Inc.	BRAHMA	87467887	Pending