OP \$115.00 87171026

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM489237

 SUBMISSION TYPE:
 NEW ASSIGNMENT

 NATURE OF CONVEYANCE:
 SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
FAST Global Solutions, Inc.		09/07/2018	Corporation: MINNESOTA

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.		
Street Address:	10 South Dearborn, Floor L2		
Internal Address:	IL1-0480		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	a national banking association: UNITED STATES		

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Serial Number:	87171026	DEFENDER
Serial Number:	86714021	FAST
Registration Number:	4178603	FAST
Registration Number:	4763034	WASP

CORRESPONDENCE DATA

Fax Number: 6127661600

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: 612-766-6911

Email: susan.carlson@faegrebd.com

Correspondent Name: Susan Carlson, Faegre Baker Daniels LLP

Address Line 1: 90 South 7th St Ste 2200

Address Line 4: Minneapolis, MINNESOTA 55402

NAME OF SUBMITTER:	Susan Carlson
SIGNATURE:	/e/ Susan Carlson
DATE SIGNED:	09/10/2018

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "<u>Trademark Security Agreement</u>") is dated effective as of September 7, 2018, by and between FAST GLOBAL SOLUTIONS, INC., a Minnesota corporation ("<u>Grantor</u>"), and JPMORGAN CHASE BANK, N.A., a national banking association ("<u>Lender</u>").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among Grantor, Lender, and the other Loan Parties party thereto, Lender has agreed to extend certain financial accommodations available to Grantor from time to time pursuant to the terms and conditions thereof;

WHEREAS, Lender is willing to make the financial accommodations to Grantor as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Lender that certain Pledge and Security Agreement dated as of even date herewith (including all annexes, exhibits or schedules thereto, as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by Grantor in favor of Lender; and

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

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

- 1. <u>Defined Terms</u>. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.
- 2. <u>Grant of Security Interest in Trademark Collateral</u>. Grantor hereby affirms the grant to Lender pursuant to the terms of the Security Agreement of a continuing security interest in all of Grantor's rights, title and interests in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "<u>Trademark Collateral</u>"):
- (a) all Trademarks and Trademark applications owned by Grantor, including those referred to on Schedule I hereto;
 - (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any such Trademark.

Notwithstanding anything to the contrary in this Trademark Security Agreement, nothing in this Trademark Security Agreement is intended to be, or may be construed to be, an assignment of any application to register any trademark or service mark based on any intent to use application filed by, or on behalf of, Grantor ("Intent to Use Applications"), and any Intent to Use Applications are specifically excluded from the Trademarks that constitute a portion of the Trademark Collateral for purposes of this

Trademark Security Agreement; provided, however that upon the filing of "Statement of Use" with the United States Patent and Trademark Office, the trademark or service mark that was subject to such Intent to Use Application shall be a Trademark hereunder and part of the Trademark Collateral. Contemporaneously with the delivery of the Compliance Certificate required to be delivered under Section 5.01(c) of the Credit Agreement, Grantor will notify Lender in writing of any such "Statement of Use" filed since the last such notice and Grantor agrees to amend <u>Schedule I</u> to this Trademark Security Agreement to include all such trademarks or service marks that were subject to such Intent to Use Application and made subject to a "Statement of Use" within thirty (30) days of such notice.

3. <u>Security Agreement</u>. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement.

[Signature page follows]

US.119398120.02

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered effective as of the day and year first above written.

Ву:
Steven Hagstrom
VP Finance and Chief Financial Officer
ACCEPTED AND ACKNOWLEDGED:
JPMORGAN CHASE BANK, N.A.
Ву:
Name:
Title:

FAST GLOBAL SOLUTIONS, INC.

Signature Page to Trademark Security Agreement

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered effective as of the day and year first above written.

FAST GLOBAL SOLUTIONS, INC.

By: _____

Name: Steven Hagstrom

Title: VP Finance and Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED:

JPMORGAN CHASE BANK, N.A.

Title: Vice President

Signature Page to Trademark Security Agreement

SCHEDULE I to TRADEMARK SECURITY AGREEMENT

Trademark	Application Date	Application Number	Registration Date	Registration Number
DEFENDER	9/14/2016	87171026		
FAST	8/4/2015	86714021		
FAST & Design	11/18/2011	85476357	7/24/2012	4178603
WASP	4/27/2014	86263969	6/30/2015	4763034

US.119398120.02

RECORDED: 09/10/2018