

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM566685

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TASK FORCE TIPS LLC		03/06/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	CIBC Bank USA		
Street Address:	120 South LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: ILLINOIS		
PROPERTY NUMBERS Total: 20			
Property Type	Number	Word Mark	
Registration Number:	2624342	BLITZFIRE	
Registration Number:	4527765		
Registration Number:	1562009	BUBBLE CUP	
Registration Number:	1828821	CROSSFIRE	
Registration Number:	1742944	DUAL-FORCE	
Registration Number:	4497206	FLIP TIP	
Registration Number:	4282620	G-FORCE	
Registration Number:	1468151	MONSOON	
Registration Number:	2126922	PRO/PAK	
Registration Number:	1562006	QUADRAFOG	
Registration Number:	2508861	RES-Q-RENCH	
Registration Number:	1472938	SHO-FLOW	
Registration Number:	3540383	TASK FORCE TIPS	
Registration Number:	0953433	TFT	
Registration Number:	3344049	TFT	
Registration Number:	2612394	THE BLUE ONE	
Registration Number:	2667406		
Registration Number:	1562008	THUNDERFOG	
Registration Number:	3156954	TORNADO	
TRADEMARK			

CH \$515.00 2624342

Property Type	Number	Word Mark
Registration Number:	5266908	VORTEX

CORRESPONDENCE DATA

Fax Number: 3124607000

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: 3124605612

Email: wschmidt@seyfarth.com

Correspondent Name: Whitney Schmidt

Address Line 1: 233 S. Wacker Drive, Suite 8000

Address Line 2: Willis Tower

Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	058550-000141
NAME OF SUBMITTER:	Whitney Schmidt
SIGNATURE:	/Whitney Schmidt/
DATE SIGNED:	03/12/2020

Total Attachments: 11

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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of March 6, 2020, by TASK FORCE TIPS LLC, a Delaware limited liability company (the “Company”; and together with any other Person that becomes a Grantor as provided herein, the “Grantors” and each, a “Grantor”), in favor of CIBC BANK USA, in its capacity as administrative agent for the benefit of the financial institutions (the “Lenders”) that are parties to the Credit Agreement referenced below from time to time (in such capacity, the “Administrative Agent”).

RECITALS

A. Each Grantor has entered into a Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) with the Lenders and the Administrative Agent, pursuant to which such Lenders have agreed to make loans to, and issue or participate in letters of credit for the account of, Borrower.

B. Each Grantor has entered into a Guaranty and Collateral Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Collateral Agreement”) with the Administrative Agent pursuant to which certain obligations owed to the Lenders are secured.

C. Pursuant to the Guaranty and Collateral Agreement, each Grantor is required to execute and deliver to the Administrative Agent, for the ratable benefit of the Lenders, this Agreement.

D. Pursuant to the terms of the Guaranty and Collateral Agreement, each Grantor has granted to the Administrative Agent, for the benefit of the Lenders, a security interest in substantially all the assets of such Grantor, including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantors under the Credit Agreement and the Guaranty and Collateral Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement, each Grantor does hereby grant to the Administrative Agent, for the benefit of the Lenders, a continuing security interest in all of such Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;

- (3) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark registration issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the “Trademark Collateral”);
- (4) each patent and patent application, including, without limitation, each patent and patent application referred to in Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (5) each patent license, including, without limitation, each patent license listed on Schedule 2 annexed hereto, together with all goodwill associated therewith; and
- (6) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in Schedule 2 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 2 and any patent licensed under any patent license listed on Schedule 2 annexed hereto (items 4 through 6 being herein collectively referred to as the “Patent Collateral”).

This security interest is granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Guaranty and Collateral Agreement and subject to limitations set forth therein. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Credit Agreement and Guaranty and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Guaranty and Collateral Agreement.

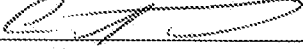
This Agreement shall be a contract made under and governed by the internal laws of the State of Illinois applicable to contracts made and to be performed entirely within such state, without regard to conflict of laws principles.

This 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 Agreement. Receipt of an executed signature page to this Agreement by facsimile or other electronic transmission shall constitute effective delivery thereof. Electronic records of executed Loan Documents maintained by the Lenders shall be deemed to be originals.

[signature page follows]

The Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

TASK FORCE TIPS LLC

By: 
Aaron J. VanGetson
Vice President and Assistant Secretary

Acknowledged:

CIBC BANK USA,
as Administrative Agent

By: _____
Olga Krasner
Managing Director

[Signature Page to Patent and Trademark Security Agreement]

TRADEMARK
REEL: 006889 FRAME: 0619


The Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

TASK FORCE TIPS LLC

By: _____
Aaron J. VanGetson
Vice President and Assistant Secretary

Acknowledged:

CIBC BANK USA,
as Administrative Agent

By:  _____
Olga Krasner
Managing Director

[Signature Page to Patent and Trademark Security Agreement]

TRADEMARK
REEL: 006889 FRAME: 0620

SCHEDULE 1
to
PATENT AND TRADEMARK SECURITY AGREEMENT

U.S. Trademark Registrations

<u>Grantor</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Expiration Date</u>
Task Force Tips LLC	BLITZFIRE	2624342	09/24/2002	06/27/2022
Task Force Tips LLC	BLUE	4527765	05/13/2014	09/17/2022
Task Force Tips LLC	BUBBLE CUP	1562009	10/24/1989	10/24/19
Task Force Tips LLC	CROSSFIRE	1828821	03/29/1994	03/29/24
Task Force Tips LLC	DUAL-FORCE	1742944	12/29/1992	09/30/22
Task Force Tips LLC	FLIP TIP	4497206	03/24/2014	03/18/20
Task Force Tips LLC	G-FORCE	4282620	01/29/2013	01/29/19
Task Force Tips LLC	MONSOON	1468151	12/08/1987	12/08/17
Task Force Tips LLC	PRO/PAK	2126922	01/06/1998	10/07/2026
Task Force Tips LLC	QUADRAFOG	1562006	10/24/1989	10/24/19
Task Force Tips LLC	RES-Q-RENCH	2508861	11/20/2001	08/18/21
Task Force Tips LLC	SHO-FLOW	1472938	01/19/1988	04/30/2027
Task Force Tips LLC	TASK FORCE TIPS	3540383	12/02/2008	06/07/2026
Task Force Tips LLC	TFT	953433	02/20/1973	11/17/2021
Task Force Tips	TFT	3344049	11/27/2007	06/14/2026

<u>Grantor</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Expiration Date</u>
LLC	(STYLIZED)			
Task Force Tips LLC	THE BLUE ONE	2612394	08/27/2002	07/10/2021
Task Force Tips LLC	THE COLOR BLUE (APPLIED TO A MONITOR)	2667406	12/24/2002	06/27/2021
Task Force Tips LLC	THUNDERFOG	1562008	10/24/1989	03/08/2019
Task Force Tips LLC	TORNADO	3156954	10/17/2006	05/20/2025
Task Force Tips LLC	VORTEX	5266908	08/15/17	03/02/26

U.S. Trademark Applications

N/A

Non-U.S. Trademark Registrations

<u>Country</u>	<u>Grantor</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Expiration Date</u>
China	Task Force Tips LLC	TASK FORCE TIPS	5840707 (Class 9)	12/2/09	01/20/20
China	Task Force Tips LLC	TASK FORCE TIPS	5840708 (Class 8)	12/28/09	12/27/19
China	Task Force Tips LLC	TASK FORCE TIPS	5840709 (Class 6, 8, 9)	01/21/10	01/20/20
China	Task Force Tips LLC	TFT (Chinese characters)	7165290	10/21/10	10/20/20
China	Task Force Tips LLC	TFT (stylized)	5840712	10/14/09	10/13/19
E.U.	Task Force Tips LLC	BLITZFIRE	014873145	07/06/16	12/03/25

<u>Country</u>	<u>Grantor</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Expiration Date</u>
E.U.	Task Force Tips LLC	G-FORCE	014873152	04/04/18	12/03/25
E.U.	Task Force Tips LLC	QUADRAFOG	014873186	07/01/16	12/03/25
E.U.	Task Force Tips LLC	TFT (stylized)	014873103	07/01/16	12/03/25
E.U.	Task Force Tips LLC	TORNADO	014873202	07/19/16	12/03/25
E.U.	Task Force Tips LLC	ULTIMATIC	014873211	07/01/16	12/03/25
France	Task Force Tips LLC	IMPULSE	154231110	03/25/16	12/04/25
France	Task Force Tips LLC	MACH 3	154231117	03/25/16	12/04/25
France	Task Force Tips LLC	MULTIFORCE	154231119	03/25/16	12/04/25
France	Task Force Tips LLC	MULTIMATIC	154231121	03/25/16	12/04/25
France	Task Force Tips LLC	PARTNER	154231163	03/25/16	12/04/25
France	Task Force Tips LLC	QF150	154231145	03/25/16	12/04/25
France	Task Force Tips LLC	QF500	154231152	03/25/16	12/04/25
France	Task Force Tips LLC	TFT (stylized)	063471086	07/21/07	12/21/26
France	Task Force Tips LLC	ULTIFORCE	154231128	03/25/16	12/04/25
France	Task Force Tips LLC	VORTEX	154231171	03/25/16	12/04/25
South Korea	Task Force Tips LLC	TFT (stylized)	40-0741628	03/24/2008	03/24/28

Schedule 1 to Patent and Trademark Security Agreement

Non-U.S. Trademark Applications

N/A

Common Law Trademarks

All of the following used in the United States:

1. BLITZFORCE
2. BOOSTER
3. BIV BALL INTAKE VALVE
4. CAFS-FORCE
5. DECON/PAK
6. EF1
7. EXTEND-A-GUN
8. FOAMJET
9. HEMISPHERE
10. HURRICANE
11. HYDRANT MASTER
12. HUM HYDRANT UNDER MONITOR
13. ICE-CONTROL
14. IMPULSE
15. IVUM INDUSTRIAL VALVE UNDER MONITOR
16. MASTER FOAM
17. MAX-FLOW
18. MAX-FORCE
19. METRO
20. MID-FORCE
21. MID-MATIC
22. OASIS
23. PROTECTOR
24. QUADRACUP
25. SAFE-TAK
26. STOW-A-WAY
27. TSUNAMI
28. TWISTER
29. TYPHOON
30. ULTIMATIC

SCHEDULE 2
to
PATENT AND TRADEMARK SECURITY AGREEMENT

U.S. Patent Registrations

<u>Grantor</u>	<u>Description</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Expiration Date</u>
Task Force Tips LLC	FIREFIGHTING NOZZLE	D640771	06/28/11	06/28/25
Task Force Tips LLC	RES-Q-RENCH	6308355	10/30/01	03/02/20
Task Force Tips LLC	BALL GATE INTAKE VALVE (BGIV)	6382247	05/07/02	03/20/20
Task Force Tips LLC	SEGMENTED MONITOR	7137578	11/21/06	07/19/2024
Task Force Tips LLC	CABLE MANAGEMENT APPARATUS	7147062	12/12/06	05/27/2025
Task Force Tips LLC	EDUCTOR APPARATUS	7367361	05/06/08	11/22/2025
Task Force Tips LLC	APPARATUS FOR SECURING A COUPLING OR FITTING TO A SPIRAL BEAD HOSE	7418770	04/13/05	04/25/2026
Task Force Tips LLC	PORTABLE REMOTE CONTROLLED VALVE	8733387	05/27/14	11/19/2030
Task Force Tips LLC	ADJUSTABLE FIREFIGHTING NOZZLE	9138754	09/22/15	03/08/2033
Task Force Tips LLC	PIVOTING FLUID CONDUIT SEQUENCING MECHANISM	9272171	03/01/16	03/15/2033

<u>Grantor</u>	<u>Description</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Expiration Date</u>
Task Force Tips LLC	HAPTIC FEEDBACK FLOW INDICATOR	9295863	03/29/16	02/28/2034
Task Force Tips LLC	FIREFIGHTING NOZZLE WITH TRIGGER OPERATED SLIDE VALVE	9839801	12/12/17	04/30/2035

U.S. Utility Patent Applications

<u>Grantor</u>	<u>Description</u>	<u>Application No.</u>	<u>Filing Date</u>
Task Force Tips LLC	FIREFIGHTING NOZZLE (aka "VORTEX")	15286921	10/6/2016

U.S. Provisional Patent Applications

<u>Grantor</u>	<u>Description</u>	<u>Application No.</u>	<u>Filing Date</u>
Task Force Tips LLC	PORTABLE SELF-POWERED FLOW AND/OR PRESSURE MEASURING DEVICE AND NETWORK FOR LIQUIDS	62/831,890	4/10/2019
Task Force Tips LLC	VALVE FOR FIREFIGHTING WITH IMPROVED BAIL TYPE LEVER SHUTOFF HANDLE	62/908,065	09/30/2019

Non-U.S. Patent Registrations

<u>Grantor</u>	<u>Description</u>	<u>Country</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Expiration Date</u>
Task Force Tips LLC	BLITZFIRE ACCEL. SHUT-OFF VALVE	France	2805880B1	05/31/2002	01/3/2020

Non-U.S. Patent Applications

<u>Grantor</u>	<u>Description</u>	<u>Country</u>	<u>Application No.</u>	<u>Filing Date</u>
Task Force Tips LLC	FIREFIGHTING NOZZLE WITH TRIGGER OPERATED SLIDE		PCT/US2016/029589	2016-04-27

<u>Grantor</u>	<u>Description</u>	<u>Country</u>	<u>Application No.</u>	<u>Filing Date</u>
	VALVE		WO2016176345A1	2016-11-03
Task Force Tips LLC	FIREFIGHTING NOZZLE WITH TRIGGER OPERATED SLIDE VALVE		EP20160787079 EP3288647A1	2016-04-27 2018-03-07
Task Force Tips LLC	FIREFIGHTING NOZZLE (aka "Vortex")		PCT/US2016/056222 WO2017066109A1	2016-10-10 2017-04-20
Task Force Tips LLC	FIREFIGHTING NOZZLE (aka "Vortex")		CN 201680059742 CN108348797A	2016-10-10 2018-07-31
Task Force Tips LLC	FIREFIGHTING NOZZLE (aka "Vortex")		EP20160785639 EP3362155A1	2016-10-10 2018-08-22

Schedule 2 to Patent and Trademark Security Agreement

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RECORDED: 03/12/2020

**TRADEMARK
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