

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM575683

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY INTEREST AGENT AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VIRTUS GROUP, LP		05/06/2020	Limited Partnership: TEXAS
RECEIVING PARTY DATA			
Name:	GUGGENHEIM CREDIT SERVICES, LLC		
Street Address:	330 Madison Avenue, 11th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	2660555	GATOR HAWK ARMOR	
Registration Number:	3699641	GH ARMOR SYSTEMS	
Registration Number:	2352993	PACIFIC EMERGENCY PRODUCTS	
Registration Number:	3913153	PSP	
Registration Number:	3146288	TALON	
Registration Number:	5296326	TALONX	
Registration Number:	4275330	TITANX	
Serial Number:	87166663	ARC	
Serial Number:	86790172	HYPERX	
Registration Number:	5625022	MATRIX	
Serial Number:	87010996	SPEED STRIPS	
Serial Number:	87013217	TITAN	
Serial Number:	87166678		
Registration Number:	5038106	BLAST TRACKER	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Phone:	2123186532		

CH \$365.00 2660555

Email: alanagramer@paulhastings.com
Correspondent Name: ALANA GRAMER
Address Line 1: C/O PAUL HASTINGS LLP
Address Line 2: 200 Park Avenue
Address Line 4: NEW YORK, NEW YORK 10166

NAME OF SUBMITTER: Alana Gramer

SIGNATURE: /s/ AG

DATE SIGNED: 05/10/2020

Total Attachments: 7

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TRADEMARK SECURITY INTEREST AGENT AGREEMENT

This TRADEMARK SECURITY INTEREST AGENT AGREEMENT (this “Agreement”) is entered into as of May 6, 2020, by and between VIRTUS GROUP, LP, in its capacity as the resigning administrative agent (“Resigning Agent”) and GUGGENHEIM CREDIT SERVICES, LLC in its prospective capacity as the successor administrative agent (“Successor Agent”).

WHEREAS, (i) Resigning Agent, SAFARILAND, LLC, a Delaware limited liability company (“Safariland”), and MED-ENG, LLC, a Delaware limited liability company (“Med-Eng”) are party to that certain Trademark Security Agreement, dated as of December 14, 2016 (the “2016 Trademark Security Agreement”), and (ii) Resigning Agent, Safariland, and PACIFIC SAFETY PRODUCTS INC., a Canadian corporation (“PSF”) and, together with Safariland and Med-Eng, collectively, “Grantors”) are party to that certain Trademark Security Agreement, dated as of August 25, 2017 (the “2017 Trademark Security Agreement” and, together with the 2016 Trademark Security Agreement, collectively the “Trademark Security Agreements”);

WHEREAS, MAUI ACQUISITION CORP., a Delaware corporation (“Holdings”), Grantors, SAFARILAND GLOBAL SOURCING, LLC, a Delaware limited liability company (“Global Sourcing”), HORSEPOWER, LLC, a Delaware limited liability company (“Horsepower”), SENCAN HOLDINGS, LLC, a Delaware limited liability company (“Sencan Holdings”), ATLANTIC TACTICAL, INC., a Pennsylvania corporation (“ATI”), MED-ENG HOLDINGS ULC, a British Columbia unlimited liability company (“Med-Eng Holdings”) and, together with Holdings, Grantors, Global Sourcing, Horsepower, Sencan Holdings, ATI and Med-Eng Holdings, collectively, “Borrowers”), such other entities from time to time party thereto as “Guarantors”, the financial institutions from time to time party thereto as “Lenders” (“Lenders”), and Resigning Agent are party to that certain Second Amended and Restated Term Loan and Security Agreement, dated as of November 18, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified, the “Loan Agreement”);

WHEREAS, pursuant to the Trademark Security Agreements, Resigning Agent was granted, for the benefit of the Lenders, a continuing first priority security interest in Grantors,’ Trademark Collateral (as such term is defined in each Trademark Security Agreement) including the trademarks listed on Schedule A attached hereto;

WHEREAS, pursuant to that certain Resignation and Appointment Agreement dated of even date herewith (the “Resignation Agreement”) entered into by Resigning Agent, Successor Agent, Borrowers, and such other “Obligors” party thereto, Resigning Agent is resigning as Agent and Successor Agent is being appointed as Agent; and

WHEREAS, Resigning Agent desires to assign its rights under the Trademark Security Agreements to Successor Agent.

IN CONSIDERATION of the agreements, provisions and covenants herein contained, the parties hereto hereby agree as follows:

1. Assignment.

(a) Resigning Agent hereby irrevocably assigns and delegates to Successor Agent, effective as of the Effective Date (as defined in the Resignation Agreement), all of the rights, benefits, authority, powers, and duties of Resigning Agent under the Trademark Security Agreements (other than those rights that expressly survive the resignation pursuant to the Loan Agreement), including Resigning

Agent's first priority security interest in the Grantors' Trademark Collateral (as such term is defined in each Trademark Security Agreement).

(b) Effective as of the Effective Date, Successor Agent shall succeed to the rights, benefits, authority, powers and duties of the Resigning Agent under the Trademark Security Agreements as if it were the original administrative agent thereunder, and the rights, benefits, powers and duties of the Resigning Agent (other than those rights and benefits that expressly survive the resignation pursuant to the Loan Agreement) under the Trademark Security Agreements shall be terminated.

(c) The Resigning Agent further agrees, at the Successor Agent's reasonable request, to (i) execute all documents as may be reasonably requested by the Successor Agent to transfer the rights and privileges of the Resigning Agent under the Trademark Security Agreements to the Successor Agent; and (ii) execute and deliver to Successor Agent or Borrowers such additional documents and shall provide such additional information as Successor Agent or Borrowers may reasonably request to carry out the terms of this Agreement.

2. Miscellaneous.

(a) Each of the parties hereto hereby agrees from time to time, promptly upon request of any other party hereto, to take such additional actions and to execute and deliver such additional documents and instruments as such other party may reasonably request to effect the transactions contemplated by, and to carry out the intent of, this Agreement.

(b) Neither this Agreement nor any term hereof may be changed, waived, discharged or terminated, except by an instrument in writing signed by the party (including, if applicable, any party required to evidence its consent to or acceptance of this Agreement) against whom enforcement of such change, waiver, discharge or termination is sought.

(c) In case any provision in or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

(d) THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

(e) This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

(f) This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document.

[Signature page follows]

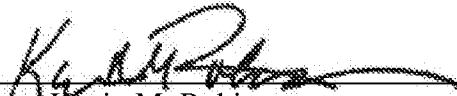
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized, such execution being made as of the date first written above.

VIRTUS GROUP, LP,
in its capacity as the Resigning Agent

A handwritten signature in black ink, appearing to read "Beth Cesari", written over a horizontal line.

By: _____
Name: Beth Cesari
Title: Senior Director, Loan Agency
Beth.Cesari@Virtusllc.com

GUGGENHEIM CREDIT SERVICES, LLC,
in its capacity as the Successor Agent

By: 
Name: Kevin M. Robinson
Title: Attorney-in-Fact



SCHEDULE A

Trademarks

[to be attached]

EXHIBIT A

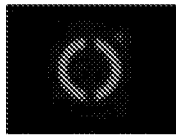
PACIFIC SAFETY PRODUCTS INC. TRADEMARKS

Country	Mark/Name	App. No./Reg. No.	Application Date	Registration Date
US	<u>GATOR</u> <u>HAWK</u> <u>ARMOR</u>	RN: 2660555 SN: 76231594	March 27, 2001	December 10, 2002
US	<u>GH ARMOR</u> <u>SYSTEMS</u>	RN: 3699641 SN: 77358581	December 21, 2007	October 20, 2009
US	<u>PACIFIC</u> <u>EMERGENCY</u> <u>PRODUCTS</u> and Design 	RN: 2352993 SN: 75290428	May 9, 1997	May 30, 2000
US	<u>PSP and Design</u> 	RN: 3913153 SN: 78660647	June 29, 2005	February 1, 2011
US	<u>TALON</u>	RN: 3146288 SN: 78371230	February 20, 2004	September 19, 2006
US	<u>TALONX</u>	SN: 87362139 RN: 5296326	March 7, 2017	September 26, 2017

SAFARILAND, LLC TRADEMARKS

US	<u>TITANX</u>	RN: 4275330 SN: 85638617	May 30, 2012	January 15, 2013
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EXHIBIT A (cont'd)

Mark	Serial/ Reg No.	Filing Date	Reg. Date	Owner	Status
ARC	SN: 87166663	September 9, 2016		Safariland, LLC	Pending
HYPERX	SN: 86790172	October 16, 2015		Safariland, LLC	Allowed - Intent to Use Notice of Allowance Issued June 7, 2016
MATRIX	SN: 87154320 RN: 5625022	August 29, 2016	December 11, 2018	Safariland, LLC	Registered
SPEED STRIPS	SN: 87010996	April 22, 2016		Safariland, LLC	Pending - Non-Final Action Mailed August 11, 2016
TITAN	SN: 87013217	April 25, 2016		Safariland, LLC	Pending
Design Only 	SN: 87166678	September 9, 2016		Safariland, LLC	Pending
BLAST TRACKER	RN: 5038106 SN: 85756659	October 17, 2012	September 6, 2016	Med-Eng, LLC	Registered