

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM634406

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Brighton-Best International, Inc.		03/24/2021	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association		
Street Address:	2 N. Lake Avenue, Suite 440		
Internal Address:	c/o PNC Business Credit		
City:	Pasadena		
State/Country:	CALIFORNIA		
Postal Code:	91101		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 73			
Property Type	Number	Word Mark	
Serial Number:	88729027	ECOCLAD	
Serial Number:	88917202	ITACTICAL	
Serial Number:	88883123	CLEANFIT	
Serial Number:	88917193	YARDWORX	
Serial Number:	88919025	GLOVEPEDIA	
Serial Number:	88674801	WORKBOOTS FOR THE HANDS	
Serial Number:	87902633	BORN ON THE JOBSITE	
Serial Number:	87902655	COMMAND SERIES	
Registration Number:	6059047	PROFERRED	
Registration Number:	5915225	PROFERRED	
Registration Number:	5254129		
Registration Number:	5254127		
Registration Number:	4652003	HEATWORX	
Registration Number:	4648394	TAC-OPS	
Registration Number:	5459351	CLEANFIT ASSOCIATES	
Registration Number:	5813728	PROFERRED	
Registration Number:	5807073	BBI	
Registration Number:	5514114	VISUAL ENGINEERING	
TRADEMARK			

OP \$1840.00 88729027

Property Type	Number	Word Mark
Registration Number:	5040322	IRONCLAD
Registration Number:	5233209	
Registration Number:	5233208	
Registration Number:	5018617	MACH-5
Registration Number:	5161642	HOTSHIELD
Registration Number:	4969941	DIAMONDCLAD
Registration Number:	5087261	IRONCLAD EXO
Registration Number:	4965816	IRONCLAD EXO
Registration Number:	4983846	IRONCLAD SPEED SHOP
Registration Number:	4783147	IRONCLAD SPEED SHOP
Registration Number:	5346928	PROFERRED
Registration Number:	4387088	IRONCLAD
Registration Number:	4220260	I
Registration Number:	4118713	GRIPTEC STRIKER
Registration Number:	4091082	GRIPTEC
Registration Number:	4128899	CARGO BULL
Registration Number:	3954468	I
Registration Number:	3361000	GRIPWORX
Registration Number:	3188202	DRI-T
Registration Number:	3063746	BOX HANDLER
Registration Number:	3119668	P F C 9
Registration Number:	3353295	IRONCLAD
Registration Number:	3130793	BULLWHIP LEATHER
Registration Number:	3002951	THERMOTEC
Registration Number:	3018657	RANCHWORX
Registration Number:	3018656	WORKCREW
Registration Number:	3887474	SUPERGRIP
Registration Number:	3713248	KING OF OIL AND GAS
Registration Number:	3923637	IRONCLAD
Registration Number:	3955461	PROFERRED DRILLERZ
Registration Number:	3955460	PROFERRED DRYWALLERZ
Registration Number:	3955459	PROFERRED DRILLERZ
Registration Number:	3955458	PROFERRED DRYWALLERZ
Registration Number:	3664711	KONG
Registration Number:	3515694	CONTOURGRIP
Registration Number:	3365274	COWBOY
Registration Number:	3362986	I-VIZ
Registration Number:	2955463	ROLLTOP

Property Type	Number	Word Mark
Registration Number:	2983648	CRYOFLEX
Registration Number:	3024112	TUNDRA
Registration Number:	3093559	EDG
Registration Number:	2957529	EVOLUTION
Registration Number:	2686144	DURACLAD
Registration Number:	2664543	EXTREME DUTY
Registration Number:	2664542	COLD CONDITION
Registration Number:	2652607	IRONCLAD
Registration Number:	2705270	I
Registration Number:	2860655	IRONCLAD
Registration Number:	2522539	I IRONCLAD
Registration Number:	2522538	IRONCLAD
Registration Number:	2557246	WRENCHWORX
Registration Number:	2446354	ICLAD.COM
Registration Number:	1897291	PFC
Registration Number:	1895868	PFC FIRST CLASS SERVICE
Registration Number:	1895867	

CORRESPONDENCE DATA

Fax Number: 2158325619

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: 2155695619

Email: pecsenye@blankrome.com

Correspondent Name: Timothy D. Pecsénye (142552-01000 ND)

Address Line 1: One Logan Square

Address Line 2: 8th Floor

Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	142552-01000
NAME OF SUBMITTER:	Timothy D. Pecsénye
SIGNATURE:	/Timothy D. Pecsénye/
DATE SIGNED:	03/25/2021

Total Attachments: 14

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TRADEMARK AND PATENT SECURITY AGREEMENT

THIS TRADEMARK AND PATENT SECURITY AGREEMENT (the "Agreement") made as of this 24th day of March 2021 by BRIGHTON-BEST INTERNATIONAL, INC., a California corporation ("Grantor"), in favor of PNC BANK, NATIONAL ASSOCIATION, in its capacity as collateral agent for the Lenders ("Collateral Agent").

W I T N E S S E T H

WHEREAS, Grantor has entered into that certain Second Amended and Restated Revolving Credit and Security Agreement dated the date hereof (as the same may hereafter be amended, restated, supplemented or modified from time to time, the "Credit Agreement") with the financial institutions party thereto from time to time as lenders (collectively, the "Lenders"), Collateral Agent, EAST WEST BANK ("East West"), as administrative agent for the Lenders (East West in such capacity, "Administrative Agent"), and as Sole Arranger and a Joint Book Runner, JPMORGAN CHASE BANK, N.A., as Documentation Agent and a Joint Book Runner, and BANK OF TAIWAN, as Syndication Agent pursuant to which the Lenders have agreed to make loans and advances to Borrower;

WHEREAS, as security for the Obligations under the Credit Agreement, Grantor has granted to Collateral Agent, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks and patents, together with the goodwill of the business symbolized by Grantor's trademarks and patents and all products and proceeds thereof, to secure the payment of all amounts owing by Borrowers under the Credit Agreement;

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

1. Incorporation of Credit Agreement. The Credit Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference. All terms capitalized but not otherwise defined herein shall have the same meanings ascribed to them in the Credit Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations under the Credit Agreement, Grantor hereby grants to Collateral Agent, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Credit Agreement of a continuing security interest in Grantor's entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark and trademark application, patent and patent application listed on Schedule 1 annexed hereto (such trademarks and trademark applications, the "Trademarks"; and such patents and patent applications, the "Patents"), together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any Trademark or Patent, or injury to the goodwill associated with any Trademark or Patent.

3. Covenants. Except as otherwise permitted under the Credit Agreement, Grantor agrees not to sell, license, grant any option, assign or further encumber its rights and interest in the Trademarks or Patents without prior written consent of Collateral Agent.

4. Representations and Warranties. Grantor hereby represents and warrants that the Trademarks and Patents listed on Schedule 1 attached hereto constitute all trademarks and trademark applications and patents and patent applications owned or registered to Grantor as of the date of this Agreement that are not subject to the security interest and lien of Collateral Agent.

5. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any part hereto may execute this Agreement by signing and delivering one or more counterparts. Delivery by facsimile or electronic transmission shall bind the parties hereto.

6. Governing Law. This Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

7. Termination. This Agreement and the Liens and security interests granted hereunder shall automatically terminate upon a termination of the Credit Agreement pursuant to and in accordance with Article XIII thereof.

[Signatures to appear on following page]

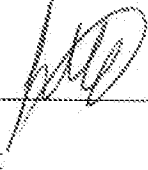
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

BRIGHTON-BEST INTERNATIONAL INC.

By: _____

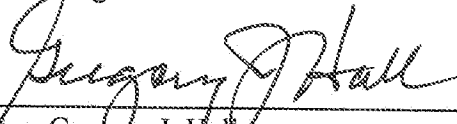
Name: Jun Xu

Title: President

A handwritten signature in black ink, appearing to be 'Jun Xu', written over a horizontal line.

ACCEPTED AND
ACKNOWLEDGED BY:


PNC BANK, NATIONAL ASSOCIATION,
as Collateral Agent

By: 
Name: Gregory J. Hall
Title: Senior Vice President

SCHEDULE 1

Trademarks and Patents

Trademarks:

Mark Name	Owner	Registration Number (App. No.)	Registration Date (App. Date)	Status
ECOCLAD	Brighton-Best International Inc.	(88729027)	(12/16/2019)	Live
ITACTICAL	Brighton-Best International Inc.	(88917202)	(5/14/2020)	Live
CLEANFIT	Brighton-Best International Inc.	(88883123)	(4/22/2020)	Live
YARDWORX	Brighton-Best International Inc.	(88917193)	(5/14/2020)	Live
GLOVEPEDIA	Brighton-Best International Inc.	(88919025)	(5/15/2002)	Live
WORKBOOTS FOR THE HANDS	Brighton-Best International Inc.	{88674801}	(10/30/2019)	Live
BORN ON THE JOBSITE	Brighton-Best International Inc.	(87902633)	(5/1/2018)	Live
COMMAND SERIES	Brighton-Best International Inc.	(87902655)	(5/1/2018)	Live
PROFERRED	Brighton-Best International Inc.	6059047	5/19/2020	Live
PROFERRED	Brighton-Best International Inc.	5915225	11/19/2019	Live
	Brighton-Best International Inc.	5254129	8/1/2017	Live

	Brighton-Best International Inc.	5254127	8/1/2017	Live
HEATWORX	Brighton-Best International Inc.	4652003	12/9/2014	Live
TAC-OPS	Brighton-Best International Inc.	4648394	12/2/2014	Live
CLEANFIT ASSOCIATES	Brighton-Best International Inc.	5459351	5/1/2018	Live
PROFERRED	Brighton-Best International Inc.	5813728	7/3/2019	Live
BBI	Brighton-Best International Inc.	5807073	7/16/2019	Live
VISUAL ENGINEERING	Brighton-Best International Inc.	5514114	7/10/2018	Live
IRONCLAD	Brighton-Best International Inc.	5040322	9/13/2016	Live
	Brighton-Best International Inc.	5233209	6/27/2017	Live
	Brighton-Best International Inc.	5233208	6/27/2017	Live
MACH-5	Brighton-Best International Inc.	5018617	8/9/2016	Live
HOTSHIELD	Brighton-Best International Inc.	5161642	3/14/2017	Live
DIAMONDCLAD	Brighton-Best International Inc.	4969941	5/31/2016	Live
IRONCLAD EXO	Brighton-Best International Inc.	5087261	11/22/2016	Live
IRONCLAD EXO	Brighton-Best International Inc.	4965816	5/24/2016	Live

IRONCLAD SPEED SHOP	Brighton-Best International Inc.	4983846	6/21/2016	Live
IRONCLAD SPEED SHOP	Brighton-Best International Inc.	4783147	7/28/2015	Live
PROFERRED	Brighton-Best International Inc.	5346928	11/28/2017	Live
ironclad	Brighton-Best International Inc.	4387088	8/20/2013	Live
	Brighton-Best International Inc.	4220260	10/9/2012	Live
GRIPTEC STRIKER	Brighton-Best International Inc.	4118713	3/27/2012	Live
GRIPTEC	Brighton-Best International Inc.	4091082	1/24/2012	Live
CARGO BULL	Brighton-Best International Inc.	4128899	4/17/2012	Live
	Brighton-Best International Inc.	3954468	5/13/2011	Live
GRIPWORX	Brighton-Best International Inc.	3361000	12/25/2007	Live
DRI- T	Brighton-Best International Inc.	3188202	12/19/2006	Live
BOX HANDLER	Brighton-Best International Inc.	3063746	2/28/2006	Live
	Brighton-Best International Inc.	3119668	7/5/2006	Live
IRONCLAD	Brighton-Best International Inc.	3353295	12/11/2007	Live
BULLWHIP LEATHER	Brighton-Best International	3130793	8/15/2006	Live

	Inc.			
THERMOTEC	Brighton-Best International Inc.	3002951	9/27/2005	Live
RANCHWORX	Brighton-Best International Inc.	3018657	11/22/2005	Live
WORKCREW	Brighton-Best International Inc.	3018656	11/22/2005	Live
SUPERGRIP	Brighton-Best International Inc.	3887474	12/7/2010	Live
KING OF OIL 'N GAS	Brighton-Best International Inc.	3713248	11/17/2009	Live
IRONCLAD	Brighton-Best International Inc.	3923637	2/22/2011	Live
PROFERRED DRILLERZ	Brighton-Best International Inc.	3955461	5/3/2011	Live
PROFERRED DRYWALLERZ	Brighton-Best International Inc.	3955460	5/3/2011	Live
PROFERRED DRILLERZ	Brighton-Best International Inc.	3955459	5/3/2011	Live
PROFERRED DRYWALLERZ	Brighton-Best International Inc.	3955458	5/3/2011	Live
KONG	Brighton-Best International Inc.	3664711	8/4/2009	Live
COUNTOURGRIP	Brighton-Best International Inc.	3515694	10/14/2008	Live
COWBOY	Brighton-Best International Inc.	3365274	1/8/2008	Live
I-VIZ	Brighton-Best International Inc.	3362986	1/1/2008	Live
ROLLTOP	Brighton-Best International Inc.	2955463	5/24/2005	Live
CRYOFLEX	Brighton-Best	2983648	8/9/2005	Live

	International Inc.			
TUNDRA	Brighton-Best International Inc.	3024112	12/6/2005	Live
EDG	Brighton-Best International Inc.	3093559	5/16/2006	Live
EVOLUTION	Brighton-Best International Inc.	2957529	5/31/2005	Live
DURACLAD	Brighton-Best International Inc.	2686144	2/11/2003	Live
EXTREME DUTY	Brighton-Best International Inc.	2664543	12/17/2002	Live
COLD CONDITION	Brighton-Best International Inc.	2664542	12/17/2002	Live
	Brighton-Best International Inc.	2652607	11/19/2002	Live
	Brighton-Best International Inc.	2705270	4/8/2003	Live
IRONCLAD	Brighton-Best International Inc.	2860655	7/6/2004	
	Brighton-Best International Inc.	2522539	12/25/2001	Live
IRONCLAD	Brighton-Best International Inc.	2522538	12/25/2001	Live
WRENCHWORX	Brighton-Best International Inc.	2557246	4/2/2002	Live
ICLAD.COM	Brighton-Best International Inc.	2446354	4/24/2001	Live
	Brighton-Best International Inc.	1897291	6/6/1995	Live

	Brighton-Best International Inc.	1895868	5/30/1995	Live
	Brighton-Best International Inc.	1895867	5/30/1995	Live

Patents:

Title	Owner	Patent No. (App. No.)	Registration Date (App. Date)	Status
Hanging rod control device for display rack	Brighton-Best International (Taiwan), Inc.	10,755,516	8/25/2020	Patented Case
Crane or hanger-type cargo lane device	Brighton-Best International (Taiwan), Inc.	10,521,995	12/31/2019	Patented Case
GLOVE PALM	Brighton-Best International, Inc.	D841,934	3/5/2019	Patented Case
GLOVE PALM	Brighton-Best International, Inc.	D825,886	8/21/2018	Patented Case
VENDING MACHINE HAVING MODULAR PRODUCT DISPENSING CHANNELS	Brighton-Best International, Inc.	(16/191,414)	(11/14/2018)	Live Application
GLOVE WITH OPTIMIZED SAFETY MARKINGS	Brighton-Best International, Inc.	(15/762,914)	(3/23/2018)	Live Application
GLOVE CONSTRUCTION WHEREIN PALM MATERIAL ROLLS OVER FINGERTIP	Brighton-Best International, Inc.	7,287,285	10/30/2007	Patented Case
GLOVE PALM PATTERN	Brighton-Best International, Inc.	D536,837	2/13/2007	Patented Case

GLOVE PALM PATTERN	Brighton-Best International, Inc.	D514,771	2/14/2006	Patented Case
GLOVE HAVING MOLDED RUBBER PALM PATTERN WITH A PORTION THAT ROLLS OVER FINGERTIPS	Brighton-Best International, Inc.	RE42,839	10/18/2011	Patented Case
Glove for use in the oil and natural gas extraction industries	Brighton-Best International, Inc.	9,241,519	1/26/2016	Patented Case
GLOVE PALM PATTERN	Brighton-Best International, Inc.	D536,837	2/13/2007	Patented Case
GLOVE PALM PATTERN	Brighton-Best International, Inc.	D568,003	4/29/2008	Patented Case
GLOVE PALM DESIGN	Brighton-Best International, Inc.	D618,882	7/6/2010	Patented Case
Glove palm construction and method for fabricating the palm construction	Brighton-Best International, Inc.	9,266,263	02/23/2016	Patented Case
Protective Glove	Brighton-Best International, Inc.	D756,039	5/10/2016	Patented Case
GLOVE HAVING MOLDED RUBBER PALM PATTERN WITH A PORTION THAT ROLLS OVER FINGERTIPS	Brighton-Best International, Inc.	7,100,212	9/5/2006	Patented Case

GLOVE BACK	Brighton-Best International, Inc.	D771,901	11/22/2016	Patented Case
GLOVE BACK	Brighton-Best International, Inc.	D774,275	12/20/2016	Patented Case
GLOVE BACK	Brighton-Best International, Inc.	D774,276	12/20/2016	Patented Case
GLOVE BACK	Brighton-Best International, Inc.	D774,277	12/20/2016	Patented Case

Copyrights: None

**(ACKNOWLEDGEMENT TO POWER OF ATTORNEY TO TRADEMARK AND PATENT
SECURITY AGREEMENT)**

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RECORDED: 03/25/2021

**TRADEMARK
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