

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM423815

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Waterloo Industries, Inc.		03/31/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as agent for the Lenders		
Street Address:	135 South LaSalle Street, Suite 925		
Internal Address:	Attn: Loan Administration, IL4-135-09-27		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	1441217		
Registration Number:	3666532	HOOKTITE	
Registration Number:	1238009	I-FRAME	
Registration Number:	1577789	MAGNUM	
Registration Number:	2991615	POSI-LATCH	
Registration Number:	1442709	RALLY BOX	
Registration Number:	1881154	TRAXX	
Registration Number:	4112842	UNI-CART	
Registration Number:	1229257	WATERLOO	
Registration Number:	1599209	WATERLOO	
CORRESPONDENCE DATA			
Fax Number:	3059615556		
<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:	3055790558		
Email:	chius@gtlaw.com		
Correspondent Name:	Greenberg Traurig, P.A.		
Address Line 1:	Sandy Chiu, Esq.		
Address Line 2:	333 SE 2nd Ave Ste 4400		

CH \$265.00 1441217

TRADEMARK

Address Line 4:	Miami, FLORIDA 33131
ATTORNEY DOCKET NUMBER:	144156.011400
NAME OF SUBMITTER:	Sandy Chiu
SIGNATURE:	/Sandy Chiu/
DATE SIGNED:	04/14/2017
Total Attachments: 6 source=BAML-Waterloo - Trademark Security Agreement#page1.tif source=BAML-Waterloo - Trademark Security Agreement#page2.tif source=BAML-Waterloo - Trademark Security Agreement#page3.tif source=BAML-Waterloo - Trademark Security Agreement#page4.tif source=BAML-Waterloo - Trademark Security Agreement#page5.tif source=BAML-Waterloo - Trademark Security Agreement#page6.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is entered into as of March 31, 2017, among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors", and each individually, "Grantor"), and BANK OF AMERICA, N.A., as agent for the Lenders (as defined below) (in such capacity, together with its successors and assigns, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), among Grantors, the other persons party thereto as Loan Parties, the lenders party thereto from time to time (the "Lenders") and Agent, as agent for the Lenders, the Lenders have agreed to make Loans to, and incur obligations with respect to the issuance of Letters of Credit for the benefit of, Grantors; and

WHEREAS, in order to induce the Agent and the Lenders to enter into the Loan Agreement and other Loan Documents and to induce the Lenders to make the Revolver Loans and to incur obligations with respect to the issuance of Letters of Credit as provided for in the Loan Agreement, each Grantor has agreed to execute and deliver to the Agent, 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, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used herein (including in the preamble and recitals hereto) but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to the Agent, for the benefit of the Secured Parties, a continuing security interest in all of such Grantor's right, title and interest in, to and under the following (except to the extent any of the following constitutes Excluded Property), whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers now held or hereafter acquired by such Grantor, any registration or recording of the foregoing, and any application in connection therewith (excluding any intent-to-use trademark application for which an amendment to allege use under 15 U.S.C. §1051(c) or statement of use under 15 U.S.C. §1051(d) has not been filed), including, without limitation, those referred to on Schedule I hereto;

(b) all renewals of the foregoing;

(c) all trademark licenses to which such Grantor is a party;

(d) all goodwill of the business associated with the use of, and symbolized by, any of the foregoing; and

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

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secures the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors to the Agent or the Lenders whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Agent pursuant to the Loan Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent and the Lenders with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks or trademark licenses, the provisions of this Trademark Security Agreement shall automatically apply thereto, in each case to the extent constituting Collateral. Grantors shall promptly notify the Agent in writing of any such new trademarks for which any Grantor files an application for registration with the United States Patent and Trademark Office (or in the case of an intent-to-use trademark application, the filing of an amendment to allege use under 15 U.S.C. §1051(c) or statement of use under 15 U.S.C. §1051(d)) (subject to Section 10.1.12 of the Loan Agreement). Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize the Agent unilaterally (with prompt notice to Grantors) to modify this Trademark Security Agreement by amending Schedule I hereto to include any such new trademark rights of Grantors, in each case, to the extent constituting Collateral. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I hereto shall in any way affect, invalidate or detract from the Agent's continuing security interest in all Collateral, whether or not listed on Schedule I hereto.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or other electronic transmission (including ".pdf" format) shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications,

renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein to any Person shall be construed to include such Person's successors and permitted assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record (as such term is defined in Section 9-102(a)(69) of the UCC) and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

8. TERMINATION. This Trademark Security Agreement shall continue in effect (notwithstanding the fact that from time to time there may be no Obligations outstanding) until (i) the Loan Agreement has terminated pursuant to its express terms and (ii) Full Payment of all of the Obligations.

9. GOVERNING LAW. This Trademark Security Agreement shall be governed by the laws of the State of Illinois, without giving effect to any conflict of law principles, except federal laws relating to national banks.

[Signatures Immediately Follow]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Grantors:

WATERLOO INDUSTRIES, INC.

By: 

Name: Y. Tarek Farouki

Title: Vice President

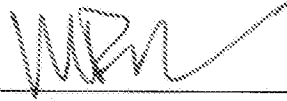
Signature Page to Trademark Security Agreement

TRADEMARK

REEL: 006033 FRAME: 0966

ACKNOWLEDGED AND AGREED:

BANK OF AMERICA, N.A.

By:  _____

Name: Michael Fine

Title: Senior Vice President

Signature Page to Trademark Security Agreement

SCHEDULE I

to

TRADEMARK SECURITY AGREEMENT

Owner of Record	Trademark	Registration Number	Registration Date
Waterloo Industries, Inc.	DESIGN OF CABINET	1,441,217	6/2/1987
Waterloo Industries, Inc.	HOOKTITE	3,666,532	8/11/2009
Waterloo Industries, Inc.	I-FRAME	1,238,009	5/17/1983
Waterloo Industries, Inc.	MAGNUM	1,577,789	1/16/1990
Waterloo Industries, Inc.	POSI-LATCH	2,991,615	9/6/2005
Waterloo Industries, Inc.	RALLY BOX	1,442,709	6/16/1987
Waterloo Industries, Inc.	TRAXX	1,881,154	2/28/1995
Waterloo Industries, Inc.	UNI-CART	4,112,842	3/13/2012
Waterloo Industries, Inc.	WATERLOO	1,229,257	3/8/1983
Waterloo Industries, Inc.	WATERLOO (STYLIZED)	1,599,209	6/5/1990