

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM443560

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LBW HOLDING CORP.		09/08/2017	Corporation: DELAWARE
L.B. WHITE COMPANY, LLC		09/08/2017	Limited Liability Company: DELAWARE
LBW PROPERTY, LLC		09/08/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JOHNSON BANK		
Street Address:	333 EAST WISCONSIN AVENUE		
City:	Milwaukee		
State/Country:	WISCONSIN		
Postal Code:	53202		
Entity Type:	State Bank: WISCONSIN		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	5114954	FOREMAN	
Registration Number:	4231400	OVAL 80	
Registration Number:	4557353	SUN BLAST	
Registration Number:	4823461	SUN BLAST	
Registration Number:	4771800	L.B.WHITE	
Registration Number:	4771801	WORKMAN	
Registration Number:	4771802	SMART SENSE	
Registration Number:	2223673	PREMIER	
Registration Number:	2158920	GUARDIAN	
Registration Number:	2206572	TRADESMAN	
Registration Number:	1964911	L.B. WHITE	
Registration Number:	1478533		
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>			
TRADEMARK			

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Phone: 414-298-8185
Email: tadmin@reinhartlaw.com
Correspondent Name: Daniel E. Kattman
Address Line 1: 1000 N Water St.
Address Line 4: Milwaukee, WISCONSIN 53202

NAME OF SUBMITTER: Daniel E. Kattman

SIGNATURE: /dek/

DATE SIGNED: 09/18/2017

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Agreement"), dated as of September 8, 2017, is among LBW HOLDING CORP., a Delaware corporation ("Holding"), L.B. WHITE COMPANY, LLC, a Delaware limited liability company (the "Company"), and LBW PROPERTY, LLC, a Delaware limited liability company ("Property") (Holding, the Company and Property are sometimes referred to herein individually as a "Debtor" and collectively, the "Debtors"), and JOHNSON BANK, as collateral agent for the Benefited Parties (as defined in the Security Agreement) (in such capacity, the "Secured Party"). The Company shall be deemed to have executed and delivered this Agreement immediately upon the consummation of the L.B. White Acquisition (as defined in the Credit Agreement referenced below), at which time such entity shall be deemed to be a Debtor hereunder.

RECITALS

A. Pursuant to a Credit Agreement dated as of the date hereof (such agreement, as may be amended, revised, supplemented or restated from time to time, the "Credit Agreement") among the Debtors, various lenders from time to time party thereto (the "Lenders"), JOHNSON BANK, as administrative agent for the Lenders, JOHNSON BANK and U.S. BANK NATIONAL ASSOCIATION, as Lead Arrangers and Joint Bookrunners, and STIFEL BANK & TRUST, as Documentation Agent, the Lenders have agreed to make available to the Debtors certain credit facilities and other financial accommodations pursuant to the terms and subject to the conditions set forth in the Credit Agreement.

B. Reference is made to that certain Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Debtors and the Secured Party, which secures the Obligations (as defined in the Security Agreement) as provided in the Security Agreement.

C. Pursuant to the terms of the Security Agreement, the Debtors have granted to the Secured Party, for the benefit of the Benefited Parties, a security interest in substantially all the assets of the Debtors (excluding Excluded Property as defined in the Security Agreement), including all right, title and interest of the Debtors in, to and under all now owned and hereafter acquired Trademarks, and all products and proceeds thereof, to secure the payment of the Obligations.

D. The Benefited Parties require, as a condition to entering into the Credit Agreement, that the Debtors execute and deliver this Agreement. Immediately upon the consummation of the L.B. White Acquisition, Holding shall cause the Company to execute and deliver this Agreement, become a Debtor under this Agreement, and grant a security interest in its Trademark Collateral (as defined below).

AGREEMENT

NOW, THEREFORE, in consideration of the mutual agreements set forth herein and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Debtors hereby grant to the Secured Party, for the benefit of the Benefited Parties, to secure

the Obligations, a continuing security interest in all of the Debtors' right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

1. The Trademarks registered with a United States Governmental Authority or for which applications for such registration have been filed which are referred to in Schedule 1 annexed hereto; and

2. all products and proceeds of the foregoing (collectively referred to as the "**Trademark Collateral**").

This security interest is granted in conjunction with the security interests granted to the Secured Party, for itself and on behalf of the other Benefited Parties, pursuant to the Security Agreement. The Debtors hereby acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security 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 Security Agreement.

This Agreement shall be construed and enforced in accordance with, and all questions concerning the construction, validity, interpretation and performance of this Agreement and all disputes arising hereunder shall be governed by, the laws of the State of Wisconsin, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Wisconsin or any other jurisdictions) that would cause the application of the laws of any jurisdictions other than the State of Wisconsin. The parties hereto (a) agree that any legal action or proceeding with respect to this Agreement, shall be brought only in courts of the state of Wisconsin located in Milwaukee County or the Federal Court for the Eastern District of Wisconsin and the debtors consent to the jurisdiction of such courts, (b) irrevocably waive any objections which either may now or hereafter have to the venue of any suit, action or proceeding arising out of or relating to this Agreement, or any other agreement, document, or other instrument executed in connection herewith, brought in the aforementioned courts and (c) further irrevocably waive any claim that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, the Debtors and the Secured Party, on behalf of the Benefited Parties, have executed this Agreement as of the day and year first above written.

JOHNSON BANK, as Secured Party for the Benefited Parties

By: 
Robert A. Nielsen, Senior Vice President

LBW HOLDING CORP.

By: _____
Kevin Gagermeier, President and Chief Financial Officer

LBW PROPERTY, LLC

By: _____
Kevin Gagermeier, President and Chief Financial Officer

Signature Page to Trademark Security Agreement

IN WITNESS WHEREOF, the Debtors and the Secured Party, on behalf of the Benefited Parties, have executed this Agreement as of the day and year first above written.

JOHNSON BANK, as Secured Party for the Benefited Parties

By: _____
Robert A. Nielsen, Senior Vice President

LBW HOLDING CORP.

By: Kevin Gagermeier
Kevin Gagermeier, President and Chief Financial Officer

LBW PROPERTY, LLC

By: Kevin Gagermeier
Kevin Gagermeier, President and Chief Financial Officer

Signature Page to Trademark Security Agreement

IN WITNESS WHEREOF, the undersigned, shall be deemed to have executed and delivered this Agreement upon consummation of the L.B. White Acquisition (as defined in the Credit Agreement), at which time, the undersigned shall be bound as a Debtor hereunder, with the same force and effect as if originally named as a Debtor herein. The undersigned hereby pledges and collaterally assigns all of its Trademark Collateral to Secured Party for the benefit of the Benefited Parties, and grants to Secured Party for the benefit of the Benefited Parties, a Security Interest in all of its Trademark Collateral.

L.B. WHITE COMPANY, LLC

By: Kevin Gagermeier
Kevin Gagermeier, President and Chief Financial Officer

Signature Page to Trademark Security Agreement

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT


Trademark Collateral

Trademark Registrations and Applications

Mark	Country	Application Number	Filing Date	Registration/ [Application] Date	Registration/ [Application] Number	Owner
FOREMAN	US	86/341,121	7/18/2014	1/3/2017	5,114,954	The Company
Int'l Classes: 11 OVAL 80	US	85/496,044	12/15/2011	10/23/2012	4,231,400	The Company
Int'l Classes: 11 SUN BLAST	US	85/974,284	7/1/2013	6/24/2014	4,557,353	The Company
Int'l Classes: 11 SUN BLAST	US	86/341,129	7/18/2014	9/29/2015	4,823,461	The Company
Int'l Classes: 11						



Int'l Classes: 11 WORKMAN	US	86/390,960	9/10/2014	7/14/2015	4,771,800	The Company
Int'l Classes: 11 SMART SENSE	US	86/391,050	9/10/2014	4/28/2015	4,771,801	The Company
Int'l Classes: 11 PREMIER	US	86/391,103	9/10/2014	7/14/2015	4,771,802	The Company
Int'l Classes: 11 GUARDIAN	US	75/290,585	5/12/1997	2/16/1999	2,223,673	The Company
Int'l Classes: 11 TRADESMAN	US	75/290,214	5/12/1997	5/19/1998	2,158,920	The Company
Int'l Classes: 11 L.B. WHITE	US	75/272,124	4/9/1997	12/1/1998	2,206,572	The Company
	US	74/456,284	11/4/1993	4/2/1996	1,964,911	The Company

Int'l Classes: 8, 9 & 11							
	US	73/590,239	3/27/1986	3/1/1988	1,478,533	The Company ¹	
Int'l Classes: 11							

¹ The Company does not intend to renew this trademark when due on March 1, 2018 and will abandon the mark.