

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM456466

| | | | |
|---|--|-----------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Burton Saw and Supply, L.L.C. | | 01/02/2018 | Limited Liability Company: DELAWARE |
| Global Tooling and Supply, L.L.C. | | 01/02/2018 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | CITIZENS BANK, N.A., as Administrative Agent | | |
| Street Address: | 28 State Street | | |
| City: | Boston | | |
| State/Country: | MASSACHUSETTS | | |
| Postal Code: | 02109 | | |
| Entity Type: | National Banking Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3348372 | RW-90 | |
| Registration Number: | 4519581 | GLOBAL | |
| Registration Number: | 4508462 | TITAN KNIFE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 4045725100 | | |
| <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: | 4045723408 | | |
| Email: | mramic@kslaw.com | | |
| Correspondent Name: | Mia Ramic King and Spalding | | |
| Address Line 1: | 1180 Peachtree Street NE | | |
| Address Line 4: | Atlanta, GEORGIA 30309 | | |
| ATTORNEY DOCKET NUMBER: | 18588.015311 | | |
| NAME OF SUBMITTER: | /s/ Mia Ramic | | |
| SIGNATURE: | /s/ Mia Ramic | | |
| DATE SIGNED: | 01/02/2018 | | |
| Total Attachments: 6 | | | |

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of January 2, 2018, is made between Burton Saw and Supply, L.L.C., a Delaware limited liability company and Global Tooling and Supply, L.L.C., a Delaware limited liability company (the “Grantors,” and each a “Grantor”), and Citizens Bank, N.A., as administrative agent (together with its successor(s) thereto in such capacity, the “Agent”) for each of the Secured Parties.

WITNESSETH:

WHEREAS, the Grantors and the Agent, among others, are parties to the Amended and Restated Credit Agreement, dated as of December 31, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), with the Lenders party thereto;

WHEREAS, in connection with the Credit Agreement, the Grantors have executed and delivered the Amended and Restated Security and Guaranty Agreement, dated as of December 31, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, the Grantors are required to execute and deliver this Agreement and to grant to the Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all of the Obligations; and

WHEREAS, the Grantors have duly authorized the execution, delivery and performance of this Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lenders to make Loans and issue or participate in Letters of Credit pursuant to the Credit Agreement, the Grantors agree, for the benefit of each Secured Party, as follows:

Section 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

Section 2. Grant of Security Interest. The Grantors hereby collaterally assign, pledge, hypothecate, charge, mortgage, deliver, and transfer to the Agent, for the benefit of the Secured Parties, and hereby grant to the Agent, for the benefit of the Secured Parties, a continuing security interest in all of the following property, whether now or hereafter existing or acquired by the Grantors (the “Trademark Collateral”; provided, that, for the avoidance of doubt, Trademark Collateral (including any “intent-to-use” Trademark applications) shall exclude any Excluded Property:

(i) all of its trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired including

those filed or registered items referred to in Item A of Schedule I attached hereto, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (each, a "Trademark");

all Trademark licenses for the grant by or to the Grantors of any right to use any Trademark; and

all proceeds of, and rights associated with, the foregoing, including any claim by the Grantors against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license.

Security Agreement. This Agreement has been executed and delivered by the Grantors for the purpose of registering the security interest of the Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding office in Canada. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Agent for the benefit of the Secured Parties under the Security Agreement. The Security Agreement (and all rights and remedies of the Agent thereunder) shall remain in full force and effect in accordance with its terms.

Termination. This Agreement shall remain in full force and effect until all of the Secured Obligations (other than (x) contingent amounts not yet due, (y) Secured Hedging Obligations not yet due and payable or otherwise are permitted to survive the termination of the Credit Agreement and Letters of Credit cash collateralized or backstopped (in each case, in a manner satisfactory to each applicable Issuing Bank), and (z) Secured Cash Management Obligations not yet due and payable or otherwise are permitted to survive the termination of the Credit Agreement) shall have been paid in full.

Releases. If any of the Trademark Collateral shall be sold, transferred or otherwise disposed of by any Grantor in a transaction permitted by the Credit Agreement, then such Trademark Collateral shall be released from the Liens created hereby and the Agent, at the request and sole expense of such Grantor, shall promptly execute and deliver to such Grantor all releases or other documents reasonably necessary or desirable for the release of the Liens created hereby on such Trademark Collateral.

Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

Acknowledgment. The Grantors do hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of

which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GRANTOR


BURTON SAW AND SUPPLY, L.L.C.

By: Craig Tompkins
Name: Craig Tompkins
Title: President and Chief Executive Officer

GLOBAL TOOLING AND SUPPLY, L.L.C.


By: Craig Tompkins
Name: Craig Tompkins
Title: President and Chief Executive Officer

CITIZENS BANK, N.A.,
as Administrative Agent

By: 
Name: Joseph Alberghini
Title: Vice President

SCHEDULE I
to Trademark Security Agreement

Item A. Trademarks

| <u>*Country</u> | <u>Grantor</u> | <u>Trademark</u> | <u>Registered Trademarks</u> | |
|-----------------|-----------------------------------|---|------------------------------|--------------------------|
| | | | <u>Registration No.</u> | <u>Registration Date</u> |
| United States | Burton Saw and Supply, L.L.C. | RW-90 | 3348372 | 12/4/2007 |
| United States | Global Tooling and Supply, L.L.C. |  | 4519581 | 04/29/2014 |
| United States | Global Tooling and Supply, L.L.C. | TITAN KNIFE | 4508462 | 04/08/2014 |

| <u>*Country</u> | <u>Trademark</u> | <u>Pending Trademark Applications</u> | |
|-----------------|------------------|---------------------------------------|--------------------|
| | | <u>Serial No.</u> | <u>Filing Date</u> |
| | | | |