

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM465846

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Nationwide TCC Acquisition, LLC		03/15/2018	Limited Liability Company:
Nationwide Industries, Inc.		03/15/2018	Corporation:

RECEIVING PARTY DATA

Name:	THE GOVERNOR AND THE COMPANY OF THE BANK OF IRELAND, as collateral agent
Street Address:	300 First Stamford Place
City:	Stamford
State/Country:	CONNECTICUT
Postal Code:	06902
Entity Type:	Banking Corporation: IRELAND

PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Serial Number:	76298112	ELIMINATOR
Serial Number:	78846593	THE PROTECTOR
Serial Number:	78808150	KEYSTONE
Serial Number:	78808160	KEYSTONE ADVANTAGE
Serial Number:	78880771	CORNERSTONE
Serial Number:	77887321	AQUALATCH
Serial Number:	77887335	SAFE-ALERT
Serial Number:	76491005	ADJUST-A-JAW
Serial Number:	76619322	ADJUST-A-BODY
Serial Number:	77752602	INVISIWARE
Serial Number:	77752607	ULTRA-TEC
Serial Number:	85603483	PUSH-LOCK
Serial Number:	85603486	PULL-LOCK
Serial Number:	77016217	THE CASTILLE COLLECTION
Serial Number:	77016090	BANNER
Serial Number:	76147146	THE CASTILLE COLLECTION
Serial Number:	87699713	GATESHARE

CH \$665.00 76298112

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	87699688	NAUTILUS
Serial Number:	87699671	ORNAMAG
Serial Number:	87699651	SHOTGUN
Serial Number:	87699561	ZIP-LATCH
Serial Number:	87699519	TRIDENT
Serial Number:	87699083	SAFE-NOTCH
Serial Number:	87698013	PANICLATCH
Serial Number:	87697958	MANTA
Serial Number:	87697926	ARMORLATCH

CORRESPONDENCE DATA

Fax Number:

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: 2122942684
Email: trademarkny@winston.com
Correspondent Name: Ulrika Palsson
Address Line 1: 200 Park Avenue, Winston & Strawn LLP
Address Line 2: Winston & Strawn LLP
Address Line 4: New York, NEW YORK 10166

ATTORNEY DOCKET NUMBER:	86703/121
NAME OF SUBMITTER:	Ulrika Palsson
SIGNATURE:	/Ulrika Palsson by trademarkny/
DATE SIGNED:	03/15/2018

Total Attachments: 11

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”) is made as of March 15, 2018 between each of the signatories hereto (collectively, the “**Grantors**”) in favor of **THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND**, as collateral agent for the Secured Parties (in such capacity, the “**Collateral Agent**”) (as defined in the Pledge and Security Agreement referred to below).

RECITALS:

WHEREAS, reference is made to that certain Pledge and Security Agreement, dated as of March 15, 2018 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”), by and among the Grantors, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Pledge and Security Agreement, the Grantors have (i) as collateral security for the Secured Obligations, granted to the Collateral Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the Collateral (as defined in the Pledge and Security Agreement), including, without limitation, certain Intellectual Property of the Grantors and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each Grantor and the Collateral Agent agree as follows:

Section 1. Grant of Security. As collateral security for the Secured Obligations, each Grantor hereby grants to the Collateral Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following:

(a) All United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, but not limited to (i) the registrations and applications referred to in **Schedule 1** hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business associated with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “**Trademarks**”).

(b) All trade secrets and all other confidential or proprietary information and know-how regardless of whether such trade secret has been reduced to a writing or other tangible form, including all documents and things embodying, incorporating, or referring in any way to such Trade Secret, including but not limited to: (i) the right to sue for past, present and future misappropriation or other violation of any Trade Secret and to enjoin or collect damages for the actual or threatened misappropriation of any Trade Secret; and (ii) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “**Trade Secrets**”).

(c) All licenses or agreements, whether written or oral, providing for the grant by or to any Grantor of: (A) any right to use any Trademark or Trade Secret, including, without limitation, (i) the right

to sue or otherwise recover for any and all past, present and future infringements and misappropriations of any of the foregoing, (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), (iii) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto, and (iv) any and all proceeds of the foregoing.

Section 2. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

Section 3. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (*i.e.*, “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.


Section 4. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York.

Section 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Pledge and Security Agreement or the Credit Agreement, the provisions of the Pledge and Security Agreement or the Credit Agreement shall govern.

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IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

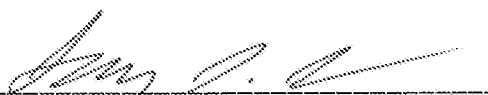
NATIONWIDE TCC ACQUISITION, LLC
as a Grantor

By: 
Name: Gary D. Beinke
Title: Authorized Signatory

IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

NATIONWIDE INDUSTRIES, INC.

as a Grantor

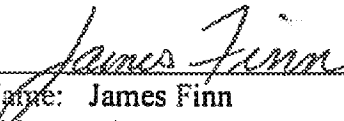
By: 

Name: Gary D. Beinke

Title: Authorized Signatory

**THE GOVERNOR AND COMPANY OF THE
BANK OF IRELAND, as Collateral Agent**

By: 
Name: Mike Gebicki
Title: Managing Director

By: 
Name: James Finn
Title: Director

SCHEDULE 1 TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Trademarks

<u>Grantor¹</u>	<u>Title</u>	<u>Filing Date / Issue Date</u>	<u>Status</u>	<u>Application / Reg. No</u>
NWI	Eliminator	8/13/2001/12/10/2002	Registered	76-298,112/ 2,658,650
NWI	The Protector	3/27/2006 / 12/12/2006	Registered	78-846,593/ 3,183,900
NWI	Keystone	2/6/2006 / 10/30/2007	Registered	78-808,150/ 3,327,266
NWI	Keystone Advantage	2/6/2006 / 11/6/2007	Registered	78-808,160/ 3,332,010
NWI	Cornerstone	5/10/2006 / 11/6/2007	Registered	78-880,771/ 3,332,583
NWI	AquaLatch	12/7/2009 / 11/9/2010	Registered	77-887,321/ 3,874,783
NWI	Safe-Alert	12/7/2009 / 11/9/2010	Registered	77-887,335/ 3,874,784
TCC (**)	Adjust-A-Jaw	2/19/2003 / 4/20/2004	Registered	76-491,005/ 2,833,934
TCC (**)	Adjust-A-Body	11/4/2004 / 12/27/2005	Registered	76-619,322/ 3,033,961
TCC (**)	Invisiware	6/4/2009 / 12/29/2009	Registered	77-752,602/ 3,731,369
TCC (**)	Ultra-Tec	6/4/2009 / 12/29/2009	Registered	77-752,607/ 3,731,370
TCC (**)	Ultra-Tec	9/3/2010 / 8/20/2013	Registered (Canada)	1494744/ 858,178
TCC (**)	Ultra-Tec	9/8/2010 / 2/21/2011	Registered (EU)	009361924/ 009361924
TCC (**)	Ultra-Tec	9/6/2010 / 9/27/2010	Mexico	1,117,522/ 1,181,192
TCC (**)	Push-Lock	4/20/2012 / 12/4/2012	Registered	85-603,483/ 4,253,840
TCC (**)	Pull-Lock	4/20/2012 / 12/4/2012	Registered	85-603,486/ 4,253,841
NWI	The Castille Collection	10/6/2006 / 4/29/2008	Registered	77-016,217 / 3,416,649
NWI	Banner	10/6/2006 / 4/29/2008	Registered	77-016,090 / 3,416,648
NWI	The Castille Collection	10/16/2000 / 9/18/2001	Registered	76-147,146 / 2,490,777
NWI	Gateshare	11/28/2017	Pending	87-699,713
NWI	Nautilus	11/28/2017	Pending	87-699,688
NWI	Ornamag	11/28/2017	Pending	87-699,671
NWI	Shotgun	11/28/2017	Pending	87-699,651
NWI	Zip-Latch	11/28/2017	Pending	87-699,561
NWI	Trident	11/28/2017	Pending	87-699,519
NWI	Safe-Notch	11/28/2017	Pending	87-699,083
NWI	PanicLatch	11/27/2017	Pending	87-698,013
NWI	Manta	11/27/2017	Pending	87-697,958
NWI	ArmorLatch	11/27/2017	Pending	87-697,926

Unregistered Trademarks Owned by NWI:

<u>Mark</u>
Nationwide Industries
Million Cycle Warranty
ArmorLatch
PanicLatch
MANTA
Nautilus
OrnaMAG
shotgun
TRIDENT
Zip-Latch
Lock Thru
GateShare

**NATIONWIDE
INDUSTRIES**



¹ Nationwide TCC Acquisition, LLC, a Delaware limited liability company, may be referred to herein as “TCC”.
 Nationwide Industries, Inc., a Florida corporation, may be referred to herein as “NWI”.



Unregistered Trademarks Owned by TCC:

<u>Mark</u>
The Cable Connection





Other Trademarks Used in the Business:

<u>Mark</u>	<u>Owner</u>
BillyBib	Aqua-Line
Full Tilt Gate Kit	Smith Brothers

Licenses

None.