

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM469244

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ALBION INDUSTRIES, LLC		04/10/2018	Limited Liability Company: DELAWARE
COLSON CASTER, LLC		04/10/2018	Limited Liability Company: DELAWARE
COLSON GROUP HOLDINGS, LLC		04/10/2018	Limited Liability Company: DELAWARE
JARVIS CASTER, LLC		04/10/2018	Corporation: DELAWARE
SHEPHERD CASTER, LLC		04/10/2018	Limited Liability Company: DELAWARE
SHEPHERD HARDWARE PRODUCTS LLC		04/10/2018	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	ANTARES CAPITAL LP, AS AGENT
Street Address:	500 WEST MONROE STREET
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	Limited Partnership: DELAWARE

PROPERTY NUMBERS Total: 50

Property Type	Number	Word Mark
Registration Number:	1000662	ALBION
Registration Number:	0528794	BASSICK
Registration Number:	2975386	BEST ON THE FLOOR
Registration Number:	2632430	CASTER EXPRESS
Registration Number:	2632431	CASTER EXPRESS
Registration Number:	2666150	COLSON
Registration Number:	1814696	COLSON
Registration Number:	1816629	COLSON
Registration Number:	4884608	COLSON GROUP USA
Registration Number:	3429988	CONTENDER
Registration Number:	1379091	

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3303611	ENCORE
Registration Number:	2469000	ENDURA
Registration Number:	3337091	ENFORCER
Registration Number:	0750009	FAULTLESS
Registration Number:	0514153	FAULTLESS
Registration Number:	1709371	FELTGARD
Registration Number:	2334363	FELT GARD
Registration Number:	2051580	FELT GARD PLUS
Registration Number:	5403795	FUTURA
Registration Number:	1871002	HI-TECH PERFORMA
Registration Number:	1858357	J
Registration Number:	2707100	JARVIS
Registration Number:	3615443	KASTERKAT
Registration Number:	1505751	KASTERKAT
Registration Number:	1585526	K-WHEEL
Registration Number:	2504233	MAXIM
Registration Number:	3017275	MEDCASTER
Registration Number:	2872480	MEDCASTER
Registration Number:	0677946	PEMCO
Registration Number:	2896276	POLYKAT
Registration Number:	3158782	PREVENZ
Registration Number:	2660840	QUIETKAT
Registration Number:	0751141	SHEPHERD
Registration Number:	3162418	SHOCKMASTER
Registration Number:	1861818	SLIDE GLIDE
Registration Number:	1888084	SURFACE GARD
Registration Number:	3093645	SURFACE GRIP
Registration Number:	1427396	TECH-LOCK
Registration Number:	2639480	THERMO
Registration Number:	3104920	THERMOTECH
Registration Number:	3779310	TRANS-FORMA
Registration Number:	3290508	TRIONIX
Registration Number:	3623954	TRIUMPH
Registration Number:	1645119	TWIN TECH
Registration Number:	2095759	WEDGE IT
Registration Number:	3231543	WONDERLEVEL
Registration Number:	3222226	X-TRA SOFT
Registration Number:	3224858	X-TREME

Property Type	Number	Word Mark
Serial Number:	87384338	SHEPHERD

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: 312-577-8574

Email: humberto.aquino@kattenlaw.com

Correspondent Name: HUMBERTO AQUINO C/O KATTEN

Address Line 1: 525 WEST MONROE STREET

Address Line 4: CHICAGO, ILLINOIS 60661

ATTORNEY DOCKET NUMBER: 387132-00480

NAME OF SUBMITTER: HUMBERTO AQUINO

SIGNATURE: /HUMBERTO AQUINO/

DATE SIGNED: 04/10/2018

Total Attachments: 11

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OMNIBUS TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of April 10, 2018 (this “Agreement”), is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of Antares Capital LP (“Antares Capital”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Amended and Restated Credit Agreement, dated as of April 10, 2018 (as the same may be amended, restated, supplemented and/or modified from time to time, the “Credit Agreement”), by and among the Borrowers, the Borrower Representatives, Holdings, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and Antares Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement, dated as of April 16, 2012, in favor of Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Secured Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (other than any Excluded Property, but only during such time that such Collateral actually constitutes Excluded Property; provided, however, that if and when any property shall cease to be Excluded Property, a security interest in such Collateral shall be automatically deemed granted therein) (the “Trademark Collateral”):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those Trademarks referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding the foregoing, no Lien on or security interest in shall be deemed granted in any "intent to use" Trademark applications for which a statement of use has not been filed and accepted with the U.S. Patent and Trademark Office.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement. In the event of any conflict between the provisions of this Agreement and the provisions of the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Termination. This Agreement shall terminate concurrently with the termination of the Guaranty and Security Agreement.

Section 7. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

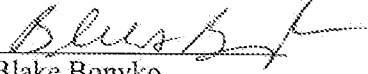
Section 8. Conflict with Other Agreements. In the event of any conflict between this Agreement (or any portion thereof) and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall prevail.

[SIGNATURE PAGES FOLLOW]

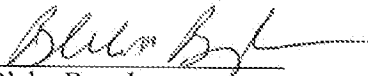
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

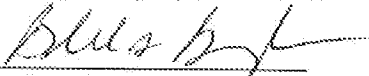
ALBION INDUSTRIES, LLC, a Delaware limited liability, as a Grantor

By: 
Name: Blake Bonyko
Title: Chief Financial Officer

COLSON CASTER, LLC, a Delaware limited liability, as a Grantor

By: 
Name: Blake Bonyko
Title: Chief Financial Officer

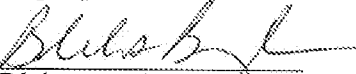
COLSON GROUP HOLDINGS, LLC, a Delaware limited liability company, as a Grantor

By: 
Name: Blake Bonyko
Title: Chief Financial Officer

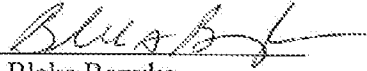
JARVIS CASTER, LLC, a Delaware limited liability company, as a Grantor

By: 
Name: Blake Bonyko
Title: Chief Financial Officer

SHEPHERD CASTER, LLC, a Delaware limited liability company, as a Grantor

By: 
Name: Blake Bonyko
Title: Chief Financial Officer

SHEPHERD HARDWARE PRODUCTS LLC, a
Delaware limited liability company, as a Grantor

By: 
Name: Blake Bonyko
Title: Chief Financial Officer

ACCEPTED AND AGREED
as of the date first above written:

ANTARES CAPITAL LP,
as Agent

By: Devasena Vallabhaneni

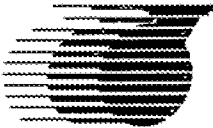


Name: Devasena Vallabhaneni

Title: Its Duly Authorized Signatory

SCHEDULE I
TO
OMNIBUS TRADEMARK SECURITY AGREEMENT

Trademark Registrations

Trademark	Country	Status	Application Number	Application Date	Registration Number	Registration Date	Owner
ALBION	U.S.	Registered	72448478	12-FEB-1973	1000662	31-DEC-1974	ALBION INDUSTRIES, LLC
BASSICK	U.S.	Registered	71575832	22-MAR-1949	0528794	08-AUG-1950	SHEPHERD CASTER CORPORATION
BEST ON THE FLOOR	U.S.	Registered	76569614	05-JAN-2004	2975386	26-JUL-2005	SHEPHERD HARDWARE PRODUCTS, LLC
CASTER EXPRESS	U.S.	Registered	75912001	07-FEB-2000	2632430	08-OCT-2002	ALBION INDUSTRIES, LLC
CASTER EXPRESS	U.S.	Registered	75912002	07-FEB-2000	2632431	08-OCT-2002	ALBION INDUSTRIES, LLC
COLSON	U.S.	Registered	76350156	18-DEC-2001	2666150	24-DEC-2002	COLSON CASTER, LLC
COLSON	U.S.	Registered	74317381	28-SEP-1992	1814696	04-JAN-1994	COLSON CASTER, LLC
COLSON	U.S.	Registered	74317382	28-SEP-1992	1816629	18-JAN-1994	COLSON CASTER, LLC
COLSON GROUP USA	U.S.	Registered	86595452	13-APR-2015	4884608	12-JAN-2016	COLSON GROUP HOLDINGS, LLC
CONTENDER	U.S.	Registered	77249252	07-AUG-2007	3429988	20-MAY-2008	ALBION INDUSTRIES, LLC

Trademark	Country	Status	Application Number	Application Date	Registration Number	Registration Date	Owner
Design Only 	U.S.	Registered	73529044	27-MAR-1985	1379091	21-JAN-1986	COLSON CASTER, LLC
ENCORE	U.S.	Registered	78590167	18-MAR-2005	3303611	02-OCT-2007	COLSON CASTER, LLC
ENDURA	U.S.	Registered	75814544	04-OCT-1999	2469000	17-JUL-2001	COLSON CASTER, LLC
ENFORCER	U.S.	Registered	78862878	17-APR-2006	3337091	13-NOV-2007	COLSON CASTER, LLC
FAULTLESS 	U.S.	Registered	72142481	16-APR-1962	0750009	28-MAY-1963	ALBION INDUSTRIES, LLC
FAULTLESS 	U.S.	Registered	71549916	17-FEB-1948	0514153	23-AUG-1949	ALBION INDUSTRIES, LLC
FELTGARD	U.S.	Registered	74081080	23-JUL-1990	1709371	18-AUG-1992	SHEPHERD HARDWARE PRODUCTS LLC
FELT GARD 	U.S.	Registered	75460560	02-APR-1998	2334363	28-MAR-2000	SHEPHERD HARDWARE PRODUCTS LLC
FELT GARD PLUS	U.S.	Registered	75001035	03-OCT-1995	2051580	08-APR-1997	SHEPHERD HARDWARE PRODUCTS, LLC

Trademark	Country	Status	Application Number	Application Date	Registration Number	Registration Date	Owner
FUTURA	U.S.	Registered	77186859	22-MAY-2007	5403795	20-FEB-2018	JARVIS CASTER, LLC
HI-TECH PERFORMA	U.S.	Registered	74473175	27-DEC-1993	1871002	03-JAN-1995	COLSON CASTER, LLC
J and Design 	U.S.	Registered	74350776	21-JAN-1993	1858357	18-OCT-1994	JARVIS CASTER, LLC
JARVIS	U.S.	Registered	78075540	25-JUL-2001	2707100	15-APR-2003	JARVIS CASTER, LLC
KASTERKAT	U.S.	Registered	77577822	24-SEP-2008	3615443	05-MAY-2009	JARVIS CASTER, LLC
KASTERKAT 	U.S.	Registered	73669860	02-JUL-1987	1505751	27-SEP-1988	JARVIS CASTER, LLC
K-WHEEL	U.S.	Registered	73802401	24-MAY-1989	1585526	06-MAR-1990	ALBION INDUSTRIES, LLC
MAXIM	U.S.	Registered	76176733	06-DEC-2000	2504233	06-NOV-2001	COLSON CASTER, LLC
MEDCASTER	U.S.	Registered	78300582	15-SEP-2003	3017275	22-NOV-2005	COLSON CASTER, LLC
MEDCASTER	U.S.	Registered	78066843	01-JUN-2001	2872480	10-AUG-2004	SHEPHERD CASTER, LLC
PEMCO	U.S.	Registered	72056584	04-AUG-1958	0677946	05-MAY-1959	JARVIS CASTER, LLC
POLYKAT	U.S.	Registered	78055227	27-MAR-2001	2896276	19-OCT-2004	JARVIS CASTER, LLC

Trademark	Country	Status	Application Number	Application Date	Registration Number	Registration Date	Owner
PREVENZ	U.S.	Registered	78806672	03-FEB-2006	3158782	17-OCT-2006	ALBION INDUSTRIES, LLC
QUIETKAT	U.S.	Registered	78047013	07-FEB-2001	2660840	10-DEC-2002	JARVIS CASTER, LLC
SHEPHERD	U.S.	Pending	87384338	24-MAR-2017			SHEPHERD HARDWARE PRODUCTS, LLC
SHEPHERD	U.S.	Registered	72141654	05-APR-1962	0751141	18-JUN-1963	SHEPHERD CASTER, LLC
SHOCKMASTER	U.S.	Registered	78759533	22-NOV-2005	3162418	24-OCT-2006	ALBION INDUSTRIES, LLC
SLIDE GLIDE	U.S.	Registered	74451019	25-OCT-1993	1861818	08-NOV-1994	SHEPHERD HARDWARE PRODUCTS, LLC
SURFACE GARD	U.S.	Registered	74452218	25-OCT-1993	1888084	04-APR-1995	SHEPHERD HARDWARE PRODUCTS, LLC
SURFACE GRIP	U.S.	Registered	76581106	08-MAR-2004	3093645	16-MAY-2006	SHEPHERD HARDWARE PRODUCTS, LLC
TECH-LOCK	U.S.	Registered	73597610	08-MAY-1986	1427396	03-FEB-1987	COLSON CASTER, LLC
THERMO	U.S.	Registered	76368463	08-FEB-2002	2639480	22-OCT-2002	COLSON CASTER, LLC
THERMOTECH	U.S.	Registered	78424141	24-MAY-2004	3104920	13-JUN-2006	COLSON CASTER, LLC
TRANS-FORMA	U.S.	Registered	77701211	27-MAR-2009	3779310	20-APR-2010	COLSON CASTER, LLC

Trademark	Country	Status	Application Number	Application Date	Registration Number	Registration Date	Owner
TRIONIX	U.S.	Registered	78786639	06-JAN-2006	3290508	11-SEP-2007	ALBION INDUSTRIES, LLC
TRIUMPH	U.S.	Registered	77349224	11-DEC-2007	3623954	19-MAY-2009	COLSON CASTER, LLC
TWIN TECH	U.S.	Registered	74023366	29-JAN-1990	1645119	21-MAY-1991	COLSON CASTER, LLC
WEDGE IT	U.S.	Registered	75001034	03-OCT-1995	2095759	09-SEP-1997	SHEPHERD HARDWARE PRODUCTS, LLC
WONDERLEVEL	U.S.	Registered	78741933	27-OCT-2005	3231543	17-APR-2007	SHEPHERD HARDWARE PRODUCTS, LLC
X-TRA SOFT	U.S.	Registered	78847829	28-MAR-2006	3222226	27-MAR-2007	ALBION INDUSTRIES, LLC
X-TREME	U.S.	Registered	78877909	05-MAY-2006	3224858	03-APR-2007	ALBION INDUSTRIES, LLC