

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM476802

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Shermco Industries, Inc.		06/05/2018	Corporation:
RECEIVING PARTY DATA			
Name:	Annaly Middle Market Lending LLC		
Street Address:	1211 Avenue of the Americas		
Internal Address:	41st Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4173743	SI	
Registration Number:	4069643	BE SURE OF THE POWER TO RUN	
Registration Number:	4069642	ONE LINE. ONE COMPANY.	
Registration Number:	4069641	SHERMCO INDUSTRIES	
Registration Number:	4069640	SHERMCO	
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>			
Phone:	2122942684		
Email:	trademarkny@winston.com		
Correspondent Name:	Amanjot Kaur		
Address Line 1:	200 Park Avenue		
Address Line 2:	Winston & Strawn LLP		
Address Line 4:	New York, NEW YORK 10166		
ATTORNEY DOCKET NUMBER:	86717.56		
NAME OF SUBMITTER:	Amanjot Kaur		
SIGNATURE:	/Amanjot Kaur by trademarkny/		
DATE SIGNED:	06/05/2018		

CH \$140.00 4173743

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (including all annexes, exhibits and schedules hereto, as the same may be amended, restated, amended and restated, modified and/or supplemented from time to time, this “**Trademark Security Agreement**”) dated as of June 5, 2018, is made by Shermco Industries, Inc. (“**Grantor**”) in favor of Annaly Middle Market Lending LLC (“**Annaly**”), as administrative agent (in such capacity, together with its successors and permitted assigns, “**Agent**”) for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement, dated as of the date hereof (as the same may be amended, restated, amended and restated, modified, and/or supplemented from time to time, the “**Credit Agreement**”), by and among Shermco Buyer, Inc., a Delaware corporation (“**Initial Borrower**”), Shermco Intermediate Holdings, Inc., a Delaware corporation (“**Company**” or “**Borrower**”), Agent and the Lenders, the Secured Parties have severally agreed to make extensions of credit to Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Agent (the “**Guaranty and Security Agreement**”), to guarantee the Secured Obligations (as defined in the Credit Agreement) of Borrower; and

WHEREAS, Grantor is a party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security 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 Borrower thereunder, Grantor hereby agrees with Agent as follows:

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

2. Grant of Security Interest in Trademark Collateral. 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 (the “**Trademark Collateral**”):

(a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto (but excluding any intent-to-use trademark application prior to the filing of a “**Statement of Use**” or “**Amendment to Allege Use**” with the United States Patent and Trademark Office with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law);

(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.

3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security 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, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Guaranty and Security Agreement, the provisions of the Guaranty and Security Agreement shall control.

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 subject to a security interest hereunder.

5. Counterparts. This Trademark Security 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.

6. Governing Law. This Trademark Security 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.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned 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,

SHERMCO INDUSTRIES, INC.
as Grantor

By: 
Name: Drew Neathery
Title: Chief Financial Officer and Secretary

[Signature Page of Trademark Security Agreement]

sf-3898045

TRADEMARK
REEL: 006394 FRAME: 0342

ACCEPTED AND AGREED as of
the date first above written:

ANNALY MIDDLE MARKET LENDING LLC, as Agent

By: 

Name: Robert C. Dancy

Title: Managing Director

By: 

Name: Mark H. Harty

Title: Director

[Signature Page of Trademark Security Agreement]

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

Owner/ Applicant	Title/ Trademark	Jurisdiction	Application No. / Filing Date	Registration No. and Date
Shermco Industries, Inc.	SI Design 	U.S. Federal	85/163579 10/28/2010	4173743 7/17/2012
Shermco Industries, Inc.	BE SURE OF THE POWER TO RUN	U.S. Federal	85/163607 10/28/2010	4069643 12/13/2011
Shermco Industries, Inc.	ONE LINE. ONE COMPANY.	U.S. Federal	85/163598 10/28/2010	4069642 12/13/2011
Shermco Industries, Inc.	SHERMCO INDUSTRIES	U.S. Federal	85/163564 10/28/2010	4069641 12/13/2011
Shermco Industries, Inc.	SHERMCO	U.S. Federal	85/163558 10/28/2010	4069640 12/13/2011
Shermco Industries, Inc.	MEC Design 	Canada	1632049 6/20/2013	TMA885544 9/10/2014
Shermco Industries, Inc.	SHERMCO	U.S. AL		114126 1/14/2014
Shermco Industries, Inc.	SHERMCO	U.S. IL		106284 1/23/2014
Shermco Industries, Inc.	SHERMCO	U.S. AZ		590533 1/30/2014
Shermco Industries, Inc.	SHERMCO	U.S. LA		650196 2/24/2014
Shermco Industries, Inc.	SHERMCO	U.S. OH		2284786 4/7/2014
Shermco Industries, Inc.	SHERMCO	U.S. NM		TK14040901 4/9/2014
Shermco Industries, Inc.	SHERMCO INDUSTRIES	U.S. OR		43269 5/31/2014
Shermco Industries, Inc.	SHERMCO	U.S. ND		36451300 4/30/2014
Shermco Industries, Inc.	SHERMCO	U.S. OR		43270 5/31/2014
Shermco Industries, Inc.	SHERMCO INDUSTRIES	U.S. AZ		599375 6/2/2014
Shermco Industries, Inc.	SHERMCO	U.S. WI		6/4/2014
Shermco Industries, Inc.	SHERMCO INDUSTRIES	U.S. WI		6/4/2014
Shermco Industries, Inc.	SHERMCO INDUSTRIES	U.S. TN		6/13/2014

Owner/ Applicant	Title/ Trademark	Jurisdiction	Application No. / Filing Date	Registration No. and Date
Shermco Industries, Inc.	SHERMCO INDUSTRIES Design <u>SHERMCO INDUSTRIES</u>	U.S. AL		114585 6/30/2014

sf-3898045

RECORDED: 06/05/2018

TRADEMARK
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