

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM490756

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Walter Surface Technologies Inc.		09/20/2018	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	Antares Capital LP, as Administrative Agent		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Serial Number:	87623314	WALTER SURFACE TECHNOLOGIES	
Registration Number:	1697312	CHAIN GANG	
Registration Number:	1583320	CHOPCUT II	
Serial Number:	87254134	COMFORT MAX	
Registration Number:	2148633	ENDURO-FLEX	
Registration Number:	1797531	FLEXCUT	
Serial Number:	87192742	FLEXSTEEL	
Registration Number:	4591006	FOOD ZONE	
Serial Number:	86626929	ONLY THE BEST	
Registration Number:	1527800	PORTACUT	
Registration Number:	1532670	RIPCUT	
Registration Number:	2080753	SLAP SHOT	
Registration Number:	4311272	WALTER SURFACE TECHNOLOGIES W	
Registration Number:	4738645	XCAVATOR	
Registration Number:	4623166	ZIP ONE	
Registration Number:	3451565		
Registration Number:	4483330		
CORRESPONDENCE DATA			
TRADEMARK			

CH \$440.00 87623314

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: 3125778467
Email: rebecca.paul@kattenlaw.com
Correspondent Name: Rebecca A. Paul c/o Katten Muchin
Address Line 1: 525 West Monroe Street
Address Line 4: Chicago, ILLINOIS 60661

NAME OF SUBMITTER:	Rebecca A. Paul
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SIGNATURE:	/Rebecca A. Paul/
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DATE SIGNED:	09/20/2018
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Total Attachments: 10

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FIRST LIEN TRADEMARK SECURITY AGREEMENT

THIS FIRST LIEN TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of September 20, 2018, is made by the entity listed on the signature pages hereof (the "Grantor"), in favor of Antares Capital LP ("Antares Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders and the L/C Issuers (each as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the First Lien Credit Agreement, dated as of September 20, 2018 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among 10945048 Canada Inc., a corporation incorporated under the laws of Canada (the "Lead Borrower"), WST USA Holdco Inc., a Delaware corporation (the "U.S. Borrower" and together with the Lead Borrower, the "Borrowers"), the other Persons party thereto that are designated as a "Credit Party", Antares Capital, as the Administrative Agent for the several financial institutions from time to time party thereto (each, a "Lender" and collectively, the "Lenders"), the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor (other than the U.S. Borrower) has agreed, pursuant to the First Lien Guaranty and Security Agreement, dated as of September 20, 2018, (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), in favor of the Administrative Agent, to guarantee the Obligations (as defined in the Credit Agreement) of the Borrowers; and

WHEREAS, the Grantor is party to the First Lien Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, the Grantor hereby agrees with the Administrative 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. The 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 the Grantor, hereby mortgages and pledges to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative 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 the Grantor (the "Trademark Collateral"):

(a) all of its United States Trademarks (other than Trademarks that constitute Excluded Property), including, without limitation, those referred to on Schedule I 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.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative 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.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the 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.

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.

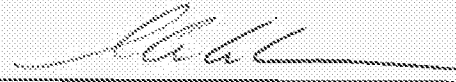
Section 6. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

Section 7. Loan Documents. This Agreement constitutes a "Loan Document" under and as defined in the First Lien Credit Agreement and is subject to the terms and provisions therein regarding Loan Documents.

[SIGNATURE PAGES FOLLOW]

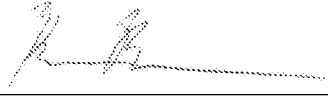
IN WITNESS WHEREOF, the Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

WALTER SURFACE TECHNOLOGIES INC.,
as Grantor

By: 
Name: Marc-André Aubé
Title: President and C.O.O.

ACCEPTED AND AGREED
as of the date first above written:

ANTARES CAPITAL LP,
as Administrative Agent

By:  _____

Name: Kevin Mihelic

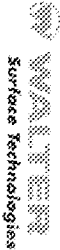
Title: Duly Authorized Signatory

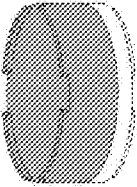
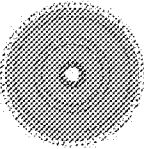
SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
Trademark Registrations

Trademark	Goods	Country / Region	Filing Date & No & Reg. Date & No. (in bold)	Status / Due date
WALTER SURFACE TECHNOLOGIES	<p>IC1: Degreasing preparations for industrial use</p> <p>IC3: Abrasives for industrial use, namely, dressing stones, pads, sheets, rolls; cleaning preparations, metal polishing paste</p> <p>IC4: Lubricants for industrial use</p> <p>IC7: Power tools; parts and replacement parts for power tools; accessories for power tools, namely, pneumatic drums, rubber bladder assemblies, adaptor kits, mandrels, shafts for backing pads, backing pads, wheel dressers, clamping flanges, backing flanges, flanges for flush mounting wheels, clamping nuts, clamping nut holders, spacer washers, pin keys, abrasive pad holders, carrying cases, flexible shafts, bench mounts, replacement collets, magnetic drill stands, adaptors and extensions to mount abrasive wheels, abrasive disks, tool bits, brushes, plugs and cones, drums, belts, mounted points; tool bits for power tools, taps for power tools, burrs for power tools; tool bit sets for power tools; abrasives for power tools, namely, discs, brushes, wheels,</p>	USA	26/09/2017 87/623314	Office Action issued – Response: July 15, 2018

	plugs and cones, drums, belts, mounted points, parts and replacement parts for the foregoing wares; metal cutting discs for power tools IC8: Tool bits for hand tools; tool bit sets for hand tools				
CHAIN GANG	IC 4: Lubricants	USA	09/09/1991 74/201,981 30/06/1992 1697312	Renewal: <u>June 30, 2022</u>	
CHOPCUT II	IC 7: Abrasive cut-off wheels for use with power tools	USA	13/10/1987 689,362 20/02/1990 1583320	Renewal: <u>February 20, 2020</u>	
COMFORT MAX	7: Abrasive discs for power tools	USA	1/12/2016 87/254134	Suspension Notice issued on February 7, 2018 – No due date	
ENDURO-FLEX	power-operated grinding wheels for grinding and finishing metals	USA	08/06/1996 75/121,807 07/04/1998 2148633	Renewal: <u>April 7, 2028</u> S.8&9 signed on Nov 15, 2017 & Notice of Acceptance issued on January 26, 2018	
FLEXCUT	IC 7: disks and wheels for cleaning, polishing and grinding, used with (or attachments for) power tools	USA	15/04/1992 74/266,045 12/10/1993	Renewal: October 12, 2023	

				1797531	
FLEXSTEEL	IC7: Abrasive discs for grinding and finishing metal for use with power tools.	USA	4/10/2016 87/192742	Suspension Notice issued on February 7, 2018 – No due date	
FOOD ZONE	IC4: All-purpose lubricants	USA	27/08/2012 85/713837 26/08/2014 4591006	S. 8&15: <u>August 26, 2020</u> Renewal: <u>August 26, 2024</u>	
ONLY THE BEST	IC7: Power tools, namely, drills, magnetic drills, grinders, sanders; parts and replacement parts for power tools, namely, flexible shafts, replacement collets; power tool accessories for abrading metal, namely, discs, brushes, wheels, plugs, cones, drums, belts, and mounted points; metal cutting discs for power tools; power tool drill bits; annular cutters for power tools, power taps for power tools, burrs for power tools, all for metal	USA	12/05/2015 86/626929	Allowed – Declaration of Use: <u>June 5, 2018</u>	
PORTACUT	IC 7: Abrasive cut-off wheels for use with power tools	USA	13/10/1987 689,363 07/03/1989 1527800	Renewal: <u>March 7, 2019</u>	
RIPCUT	IC 7: Abrasive cut-off wheels for use with power tools	USA	13/10/1987 689,354 04/04/1989 1532670	Renewal: <u>April 4, 2019</u>	

<p>SLAP SHOT</p>	<p>IC 3: all-purpose industrial cleaner and degreaser cleaning liquid for use on brakes, automotive assemblies, metal and plastics</p>	<p>USA</p>	<p>15/11/1995 75/017,723 22/07/1997 2080753</p>	<p>Renewal: <u>July 22, 2027</u></p>
	<p>IC3: Industrial abrasives in the form of pads, sheets and rolls for use in sanding, polishing and finishing metal surfaces; cleaning preparations, degreasing preparations, all the foregoing for industrial use IC4: Industrial lubricants IC7: Power tools, namely, drills, magnetic drills, grinders, sanders; accessories and parts for power tools, namely, power tool carrying cases, flexible shafts, mounts for mounting power tools on benches, replacement collets, power tool stands, namely, magnetic drill stands; fittings and extensions to mount abrasive discs, wire brushes, wheels, abrasive plugs and abrasive cones, drums, abrasive belts, abrasive mounted points and metal cutting discs on power tools; abrasives for power operated drills, magnetic drills, grinders and sanders, namely, discs, wire brushes, wheels, abrasive plugs and abrasive cones, drums, abrasive belts, abrasive mounted points; metal cutting discs for power tools, none of the foregoing being for use as parts of industrial machines, or industrial machine tools IC8: Hand tools, namely, tap wrenches, hand taps, taper pipe taps, taper pipe tap sets; tool bits for power tools, namely, tool bits, taps, burrs; tool bit sets for power tools, none of the foregoing</p>	<p>USA</p>	<p>21/04/2010 85019580 02/04/2013 4311272</p>	<p>S.8 & 15 Decl.: <u>April 2, 2019</u> Renewal: <u>April 2, 2023</u></p>

	being for use as parts of industrial machines, or industrial machine tools				
XCAVATOR	IC7: Abrasive discs for power-operated grinders	USA	22/09/2014 86402202 19/05/2015 4738645	S.8&15 Decl: May 19, 2021 Renewal: <u>May 19, 2025</u>	
ZIP ONE	IC7: Metal cutting discs for power tools	USA	4/09/2012 85/719710 21/10/2014 4623166	S.8&15 Decl: <u>October 10, 2020</u> Renewal: <u>October 10, 2024</u>	
	The color(s) orange is/are claimed as a feature of the mark. The mark consists of the color orange applied to the whole of the visible surface of a container for the goods except the lid. The dotted outline of the container in the drawing is intended to show the position of the mark on the goods and is not a part of the mark.	USA	06/07/2007 77/223,194 17/06/2008 3451565 (Supplemental Register)	Declaration of Use & Renewal application filed on Nov. 10 - S8 Decl. accepted Renewal: <u>June 17, 2028</u>	
	The color(s) orange is/are claimed	USA	11/04/2012 85/595189 18/02/2014 4483330	Section 8 & 15 Decl.: <u>February 18, 2020</u> Renewal: <u>February 18, 2024</u>	

<p>as a feature of the mark. The mark consists of the color orange as applied to the entire convex topside of an abrasive disc used for grinding and finishing metals. The dotted outline of the goods in the drawing is intended to show the position of the mark and is not part of the mark.</p>			<p>(Principal Register)</p>	<p>Change of name recorded September 9, 2014</p>
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TRADEMARK

REEL: 006441 FRAME: 0678

RECORDED: 09/20/2018