

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM490794

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:	Bain Capital Credit, LP, as Administrative Agent		
Street Address:	200 Clarendon Street		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02116		
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: 6175269899

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: 6175269628

Email: cslattery@proskauer.com

Correspondent Name: Christine Slattery

Address Line 1: Proskauer Rose LLP

Address Line 2: One International Place, 23rd Floor

Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	66478 / 181
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NAME OF SUBMITTER:	Christine Slattery
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SIGNATURE:	/Christine Slattery/
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DATE SIGNED:	09/20/2018
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Total Attachments: 9

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

THIS SECOND 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 Bain Capital Credit, LP (“Bain”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Lenders (each as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Second 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”, Bain, 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 Second 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 Second 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 Document. This Agreement constitutes a "Loan Document" under and as defined in the Second Lien Credit Agreement and is subject to the terms and provisions therein regarding Loan Documents.

Section 8. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the security interest granted to the Administrative Agent pursuant to or in connection with this Agreement, the terms of this Agreement and the exercise of any right or remedy by the Administrative Agent hereunder are subject to the provisions of the Intercreditor Agreement dated as of September 20, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), among Antares Capital LP, as the First Lien Agent, and Administrative Agent, as Second Lien Agent. In the event of any conflict between the terms

of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall control.

[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.

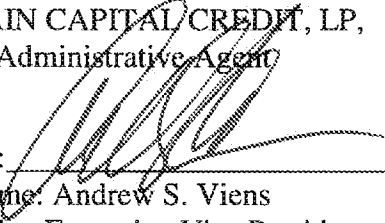
Signature Page to Second Lien Trademark Security Agreement

TRADEMARK

REEL: 006441 FRAME: 0786

ACCEPTED AND AGREED
as of the date first above written:

BAIN CAPITAL CREDIT, LP,
as Administrative Agent

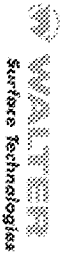
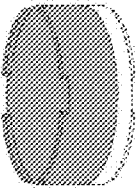
By: 
Name: Andrew S. Viens
Title: Executive Vice President

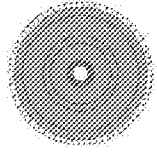
SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

Trademark	Country / Region	Filing Date & No & Reg. Date & No. (in bold)
WALTER SURFACE TECHNOLOGIES	USA	26/09/2017 87/623314
CHAIN GANG	USA	09/09/1991 74/201,981 30/06/1992 1697312
CHOPCUT II	USA	13/10/1987 689,362 20/02/1990 1583320
COMFORT MAX	USA	1/12/2016 87/254134
ENDURO-FLEX	USA	08/06/1996 75/121,807 07/04/1998 2148633

FLEXCUT	USA	15/04/1992 74/266,045 12/10/1993 1797531
FLEXSTEEL	USA	4/10/2016 87/192742
FOOD ZONE	USA	27/08/2012 85/713837 26/08/2014 4591006
ONLY THE BEST	USA	12/05/2015 86/626929
PORTACUT	USA	13/10/1987 689,363 07/03/1989 1527800
RIPCUT	USA	13/10/1987 689,354 04/04/1989 1532670
SLAP SHOT	USA	15/11/1995 75/017,723 22/07/1997

		<p>2080753</p> <p>21/04/2010 85019580</p> <p>02/04/2013 4311272</p> <p>22/09/2014 86402202</p> <p>19/05/2015 4738645</p> <p>4/09/2012 85/719710</p> <p>21/10/2014 4623166</p>
	USA	
XCAVATOR	USA	
ZIP ONE	USA	
 <p>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.</p>	USA	<p>06/07/2007 77/223,194</p> <p>17/06/2008 3451565 (Supplemental Register)</p>



The color(s) orange is/are claimed 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.

USA

11/04/2012
85/595189
18/02/2014
4483330
(Principal Register)