

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM503119

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WASHINGTON CHAIN & SUPPLY, INC.		12/20/2018	Corporation: DELAWARE
LISTER CHAIN & FORGE, INC.		12/20/2018	Corporation: DELAWARE
DREYFUS-CORTNEY, INC.		12/20/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Webster Business Credit Corporation, as Agent		
Street Address:	360 Lexington Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1463291		
Registration Number:	2526907	PEE WEE	
Registration Number:	0954847	QM	
Registration Number:	0953008	MARQUIP	
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:	800-713-0755		
Email:	james.murray@wolterskluwer.com		
Correspondent Name:	CT Corporation		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Corenda R. Lewis		
SIGNATURE:	/Corenda R. Lewis/		

OP \$115.00 1463291

DATE SIGNED:

12/21/2018

Total Attachments: 13

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

WASHINGTON CHAIN & SUPPLY, INC.

- Individual(s)
- Partnership
- Corporation- State: Delaware
- Other

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) December 20, 2018

- Assignment
- Security Agreement
- Merger
- Change of Name
- Other

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Webster Business Credit Corporation, as Agent

Street Address: 360 Lexington Avenue

City: New York

State: New York

Country: USA Zip: 10017

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship New York
- Other Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

B. Trademark Registration No.(s) _____

See Schedule II attached

See Schedule II attached

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: James Murray

Internal Address: CT Corporation

Street Address: 4400 Easton Commons Way
Suite 125

City: Columbus

State: OH Zip: 43219

Phone Number: 614-280-3566

Docket Number: _____

Email Address: james.murray@wolterskluwer.com

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Signature

December 21, 2018

Date

Corenda R. Lewis

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

13

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Continuation of Trademark Recordation Form Cover Sheet

Field 1. Name of Conveying party(ies):

2. LISTER CHAIN & FORGE, INC.
Delaware Corporation
3. DREYFUS-CORTNEY, INC.
Delaware Corporation

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of December 20, 2018, is made by the undersigned (collectively, the "Grantor") in favor of WEBSTER BUSINESS CREDIT CORPORATION, a New York corporation ("WBCC"), as agent for itself and each other Lender Party (as hereinafter defined) (WBCC, acting in such capacity, herein called "Agent").

BACKGROUND

Pursuant to that certain Credit and Security Agreement, dated as of December 20, 2018, among Grantor, the other Credit Parties from time to time party thereto, the financial institutions from time to time party thereto as lenders thereunder and Agent (as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement").

Agent is willing to make the Advances as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent this Intellectual Property Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged. Grantor hereby agrees as follows:

1. Defined Terms.

(a) All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

(b) When used in this Intellectual Property Security Agreement the following terms shall have the following meanings (such meanings being equally applicable to both the singular and plural forms of the terms defined):

"Copyright License" means rights under any written agreement now owned or hereafter acquired by any Person granting the right to use any Copyright or Copyright registration.

"Copyrights" means all of the following now owned or hereafter adopted or acquired by any Person: (i) all copyrights in any original work of authorship fixed in any tangible medium of expression, now known or later developed, all registrations and applications for registration of any such copyrights in the United States or any other country, including registrations, recordings and applications, and supplemental registrations, recordings, and applications in the United States Copyright Office; and (ii) all Proceeds of the foregoing, including license royalties and proceeds of infringement suits, the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all renewals and extensions thereof.

"Intellectual Property Security Agreement" means this Intellectual Property Security Agreement, and shall include all further amendments, modifications and

supplements hereto and shall refer to this Intellectual Property Security Agreement, as the same may be in effect at the time such reference becomes operative.

“Patents” means all of the following in which any Person now holds or hereafter acquires any interest: (i) all letters patent of the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or any other country, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country; and (ii) all reissues, continuations, continuations-in-part or extensions thereof.

“Patent License” means rights under any written agreement now owned or hereafter acquired by any Person granting any right with respect to any invention on which a Patent is in existence.

“Trademark License” means rights under any written agreement now owned or hereafter acquired by any Person granting any right to use any Trademark or Trademark registration.

“Trademarks” means all of the following now owned or hereafter adopted or acquired by any Person: (i) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof, and all applications in connection therewith, including all registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State or Territory thereof, or any other country or any political subdivision thereof, (ii) all reissues, extensions or renewals thereof; and (iii) all goodwill associated with or symbolized by any of the foregoing, but excluding “intent to use” trademark applications for which a statement of use has not been filed (but only until such statement is filed).

2. Grant Of Security Interest In Intellectual Property Collateral. To secure the complete and timely payment of all the Obligations now or hereafter existing from time to time. Grantor hereby pledges and grants to Agent for the benefit of Agent and each other Lender Party, a continuing first priority security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “Intellectual Property Collateral”):

(a) all of its Patents and Patent Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule II hereto;

(c) all of its Copyrights and Copyright Licenses to which it is a party including those referred to on Schedule III hereto;

(d) all reissues, continuations or extensions of the foregoing;

(e) all goodwill of the business connected with the use of, and symbolized by, each Patent, each Patent License, each Trademark, each Trademark License, each Copyright and each Copyright License; and

(f) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Patent or Patent licensed under any Patent License, (ii) injury to the goodwill associated with any Patent or any Patent licensed under any Patent License, (iii) infringement or dilution of any Trademark or Trademark licensed under any Trademark License, (iv) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License, (v) infringement or dilution of any Copyright or Copyright licensed under any Copyright license, and (vi) injury to the goodwill associated with any Copyright or any Copyright licensed under any Copyright License.

3. Representations and Warrantees. Grantor represents and warrants that Grantor does not have any interest in, or title to, any registered Patent, Trademark or Copyright except as set forth in Schedules I-III, respectively, hereto.

4. Covenants. Grantor covenants and agrees with Agent as follows:

(a) Grantor shall notify Agent if it knows or has reason to know that any application or registration relating to any Patent, Trademark or Copyright (now or hereafter existing) material to the operation of Grantor's business may become abandoned or dedicated, or of any materially adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court) regarding Grantor's ownership of any Patent, Trademark or Copyright, its right to register the same, or to keep and maintain the same.

(b) In no event shall Grantor, either directly or through any agent, employee, licensee or designee, file an application for the registration of any Patent, Trademark or Copyright with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency without giving Agent prior written notice thereof, and, upon request of Agent, Grantor shall execute and deliver a supplement hereto (in form and substance satisfactory to Agent) to evidence Agent's Lien on such Patent, Trademark or Copyright, and the General Intangibles of Grantor relating thereto or represented thereby.

(c) Grantor shall take all commercially reasonable actions necessary or reasonably requested by Agent to maintain and pursue each application, to obtain the relevant registration and to maintain the registration of each of the Patents or Trademarks (now or hereafter existing), including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings.

(d) In the event that any of the Intellectual Property Collateral material to the operation of Grantor's business is infringed upon, or misappropriated or diluted by a third party, Grantor shall notify Agent within five (5) business days after Grantor learns thereof. Grantor shall, unless it shall reasonably determine that such Intellectual Property Collateral is in no way material to the conduct of its business or operations, take commercially reasonable actions to enforce its rights in such Intellectual Property Collateral and to recover any and all damages for such infringement, misappropriation or dilution, and shall take such other commercially reasonable actions as Agent shall deem appropriate under the circumstances to protect such Intellectual Property Collateral.

5. Security Agreement. The security interests granted pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interests granted to Agent pursuant to the Credit Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

6. Reinstatement. This Intellectual Property Security Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against Grantor for liquidation or reorganization, should Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made.

7. Notices. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give and serve upon any other party any communication with respect to this Intellectual Property Security Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the Credit Agreement.

8. Termination Of This Security Agreement. Subject to Section 6 hereof, this Intellectual Property Security Agreement shall terminate upon payment in full, in cash, of the Obligations (other than contingent Obligations for which no claim has been made) and termination of the Credit Agreement.

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

WASHINGTON CHAIN & SUPPLY, INC.

By: 
Name: Gabriel Benavidez
Title: President

LISTER CHAIN & FORGE, INC.

By: _____
Name: Michael Stobbart
Title: President

DREYFUS-CORTNEY, INC.

By: _____
Name: Cody Schnuriger
Title: President

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By: _____
Name: Michael Stobbart
Title: President

DREYFUS-CORTNEY, INC.

By:  _____
Name: Cody Schnuriger
Title: President

ACCEPTED and ACKNOWLEDGED as of the date first written above by:

WEBSTER BUSINESS CREDIT CORPORATION

By: Daniel P. McGregor
Name: Daniel P. McGregor
Title: Vice President

SCHEDULE I
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. PATENT REGISTRATIONS

PATENT	REG. NO.	DATE
N/A		

II. PATENT APPLICATIONS



PATENT	REG. NO.	DATE
Patent # 5.190,435	Appl. # 07/277,252	Filed November 29, 1988

III. PATENT LICENSES

NAME OF AGREEMENT	DATE OF AGREEMENT	PARTIES
N/A		

SCHEDULE II
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. TRADEMARK REGISTRATIONS

MARK	REG. NO.	DATE
	Reg # 1463291	November 3, 1987
PEE WEE	Reg # 2526907	January 8, 2002
	Reg # 0954847	March 13, 1973
MARQUIP	Reg #0953008	February 13, 1973

II. TRADEMARK APPLICATIONS

MARK	APPLICATION NO.	DATE
N/A		

III. TRADEMARK LICENSES

NAME OF AGREEMENT	DATE OF AGREEMENT	PARTIES
N/A		

SCHEDULE III
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. COPYRIGHT REGISTRATIONS

COPYRIGHT	REG. NO.	DATE
N/A		

II. COPYRIGHT APPLICATIONS

COPYRIGHT	APPLICATION NO.	DATE
N/A		

III. COPYRIGHT LICENSES

NAME OF AGREEMENT	DATE OF AGREEMENT	PARTIES
N/A		