

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM504017

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LEXINGTON MANUFACTURING, LLC		12/31/2018	Limited Liability Company: GEORGIA
RECEIVING PARTY DATA			
Name:	BANK OF AMERICA, N.A., as Administrative Agent		
Street Address:	600 Peachtree Street, NE		
Internal Address:	Attention: Charlie Hart, Commercial Credit Officer		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30308		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88201028	RESPONSE CME	
CORRESPONDENCE DATA			
Fax Number:	7043311159		
<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:	7043311000		
Email:	PTO_TMconfirmation@mvalaw.com, maryelizabethzaldivar@mvalaw.com		
Correspondent Name:	MOORE & VAN ALLEN PLLC		
Address Line 1:	100 North Tryon Street		
Address Line 2:	Suite 4700		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	327000.027777		
NAME OF SUBMITTER:	John Slaughter		
SIGNATURE:	/john slaughter/		
DATE SIGNED:	01/02/2019		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of December 31, 2018, by LEXINGTON MANUFACTURING, LLC, a Georgia limited liability company (“Grantor”), in favor of BANK OF AMERICA, N.A., as Administrative Agent (the “Administrative Agent”).

WITNESSETH:

WHEREAS, pursuant to the Third Amended and Restated Credit Agreement, dated as of March 19, 2018 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Watkins Associated Industries, Inc., Wilwat Properties, Inc., the subsidiary guarantors from time to time party thereto, the banks and other financial institutions from time to time parties thereto (the “Lenders”), and the Administrative Agent, the Lenders have agreed to make extensions of credit to Borrowers upon the terms and subject to the conditions set forth therein; and

WHEREAS, Watkins Associated Industries, Inc., certain Subsidiaries and Affiliates of Watkins Associated Industries, Inc., and the Administrative Agent are parties to that certain Third Amended and Restated Security and Pledge Agreement, dated as of March 19, 2018, in favor of the Administrative Agent for the benefit of the Lenders and certain other Secured Parties as provided therein (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders to enter into the Credit Agreement and to induce the Lenders to make extensions of credit thereunder, Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms

Unless otherwise defined herein, terms defined in the Credit Agreement or in the Security Agreement and used herein have the meaning given to them in the Credit Agreement or the Security Agreement, as the case may be.

Section 2. Grants of Security Interests in Trademark Collateral

Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent, for the benefit of the Secured Parties, a Lien on and security interest in, all of its rights, title and interests in, to and under the following Collateral of Grantor (the “Trademark Collateral”):

- (a) all of its Trademarks, including, without limitation, those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;

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

(d) all Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

Section 3. Security Agreement

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

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, 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.

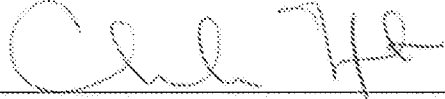
Very truly yours,

LEXINGTON MANUFACTURING, LLC,
as Grantor

By: John D. Maggard
Name: John D. Maggard
Title: Chief Financial Officer

ACCEPTED AND AGREED
as of the date first above written:

BANK OF AMERICA, N.A.,
as Administrative Agent

By: 
Name: Charles Hart
Title: Vice President

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

Trademark Registrations

A. REGISTERED TRADEMARKS

None.

B. TRADEMARK APPLICATIONS

Mark	Application No.	Filing Date
RESPONSE CME	88/201,028	November 20, 2018