

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM509388

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
NUPLA LLC		02/08/2019	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	COMERICA BANK		
<b>Street Address:</b>	8850 Boedeker		
<b>Internal Address:</b>	4th Floor, MC 6595		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75225		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 29</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4642413	EXTREME POWER SLEDGE	
<b>Registration Number:</b>	620777	IMPAX	
<b>Registration Number:</b>	628215	NUPLA	
<b>Registration Number:</b>	842300	NUPLAGLAS	
<b>Registration Number:</b>	846668	NUPLA	
<b>Registration Number:</b>	851863	NUPLAGLAS	
<b>Registration Number:</b>	857714	NUPLA-BOND	
<b>Registration Number:</b>	1585335	NUPLA	
<b>Registration Number:</b>	1916002	POWER DRIVE	
<b>Registration Number:</b>	2023265	LIFETIME	
<b>Registration Number:</b>	2008307	POWER PYLON	
<b>Registration Number:</b>	2134941	MECH/LOC	
<b>Registration Number:</b>	2236169	MICRO-STRIKE	
<b>Registration Number:</b>	2416592	SMART HAMMER	
<b>Registration Number:</b>	2961124	NUPRO	
<b>Registration Number:</b>	2961409	PRO-TEC	
<b>Registration Number:</b>	3042688	ERGO POWER	
<b>Registration Number:</b>	3108127	EXTREME POWER DRIVE	
<b>TRADEMARK</b>			

CH \$740.00 4642413

Property Type	Number	Word Mark
Registration Number:	3144949	STRIKE PRO
Registration Number:	3470198	
Registration Number:	4971717	
Registration Number:	5538230	GET THE STRIPE
Registration Number:	1450821	WE CAN HANDLE ANYTHING
Registration Number:	1997706	
Registration Number:	1956871	PRO-TEC CLASSIC
Registration Number:	622110	NUPLAFLEX
Registration Number:	5285675	MAVERICK
Registration Number:	2477057	HISCO PROFESSIONAL TOOLS FIBERGLASS TOUG
Registration Number:	2011222	

**CORRESPONDENCE DATA**

Fax Number: 2147455390

*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: 2147455612

Email: ngraham@winstead.com

Correspondent Name: Nancy Graham c/o WINSTEAD PC

Address Line 1: 2728 N. Harwood Street

Address Line 2: Suite 500

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	3134-1841
NAME OF SUBMITTER:	Nancy Graham
SIGNATURE:	/Nancy Graham/
DATE SIGNED:	02/08/2019

**Total Attachments: 9**

- source=07. Second Amendment - Intellectual Property Security Agreement - NUPLA LLC - Executed#page1.tif
- source=07. Second Amendment - Intellectual Property Security Agreement - NUPLA LLC - Executed#page2.tif
- source=07. Second Amendment - Intellectual Property Security Agreement - NUPLA LLC - Executed#page3.tif
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- source=07. Second Amendment - Intellectual Property Security Agreement - NUPLA LLC - Executed#page5.tif
- source=07. Second Amendment - Intellectual Property Security Agreement - NUPLA LLC - Executed#page6.tif
- source=07. Second Amendment - Intellectual Property Security Agreement - NUPLA LLC - Executed#page7.tif
- source=07. Second Amendment - Intellectual Property Security Agreement - NUPLA LLC - Executed#page8.tif
- source=07. Second Amendment - Intellectual Property Security Agreement - NUPLA LLC - Executed#page9.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of February 8, 2019 by and among COMERICA BANK ("Bank") and NUPLA LLC, a Delaware limited liability company (the "Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation (the "Loans") to SAUNDERS MIDWEST LLC (the "Borrower") in the amounts and manner set forth in that certain Credit Agreement by and among Bank, Borrower and certain other Loan Parties dated as of January 11, 2016 (as the same has been and may be amended, modified or supplemented from time to time, the "Credit Agreement"); capitalized terms used herein are used as defined in the Credit Agreement).

B. Bank is willing to make the Loans to Borrower, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Credit Agreement.

C. Pursuant to the terms of the Credit Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Credit Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Credit Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents, Trademarks and Domain Names listed on Schedules A, B, C and D hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, 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 re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Credit Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Credit Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Credit Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Credit Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Schedules A, B, C, and D attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable, except for those abandoned in the ordinary course of business.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

NUPLA LLC  
29 E. Madison, Suite 900  
Chicago, Illinois 60602  
Facsimile No.: (312) 789-4663  
Attention: Derek Lewis

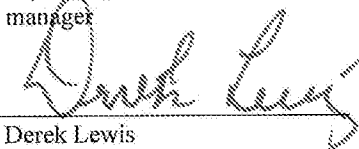
GRANTOR:

NUPLA LLC

By: Saunders West LLC,  
as its sole member

By: Saunders LLC,  
as its sole member

By: Castleray, LLC,  
as its manager

By:   
Derek Lewis  
Manager

Address of Bank:

Comerica Bank  
8850 Boedeker, 4th Floor  
MC 6595  
Dallas, Texas 75225  
Facsimile No.: (214) 890-5186  
Attention: Chris D. Reed

BANK:

COMERICA BANK

By: 

Chris D. Reed  
Vice President

**SCHEDULE A**

Copyrights

None.

## SCHEDULE B

### Patents

Country	Title	Patent No.	Serial No.	Prior Owner
Europe	Composite Pry-Bar and Striking Tools	001329494-001	001329494	Nupla Corporation
Europe	Halligan Tool	001329486-001	001329486	Nupla Corporation
USA	Method of Making a Nonrecoil Impact Tool	6,052,885	09/364,415	Nupla Corporation
USA	Composite Pry-Bar	D667,714	29/408,374	Nupla Corporation
USA	Composite Pry-Bar with Striking Tool	D668,523	29/408,404	Nupla Corporation
USA	Composite Striking Tool	D668,520	29/409,116	Nupla Corporation
USA	Composite Pry-Bar	D682,064	29/430,621	Nupla Corporation
USA	HALLIGAN TOOL	D688,926	29/408,408	Nupla Corporation
USA	COMPOSITE STRIKING TOOL	D682063	29/430,624	Nupla Corporation

## SCHEDULE C

### Trademarks

Country	Title	Registration No.	Serial No.	Prior Owner
Australia	NUPLA	206832	A206832	Nupla Corporation
Canada	NUPLA	TMA156839	300391	Nupla Corporation
Canada	NUPLAGLAS	TMA152667	301478	Nupla Corporation
CTM (European Union)	POWER PYLON	20446	204466	Nupla Corporation
CTM (European Union)	NUPLA	7321251	7321251	Nupla Corporation
CTM (European Union)	NUPLA DIAMOND Logo	6446314	6446314	Nupla Corporation
European Union	GET THE STRIPE	017934817	017934817	Nupla Corporation
France	POWER DRIVE	1679436	1679436	Nupla Corporation
Italy	CUSH-N-GRIP	0000623450	1991900180226	Nupla Corporation
Italy	E E SERIES	0000623451	1991900180227	Nupla Corporation
Japan	NUPLA	5235376	2007-113188	Nupla Corporation
Japan	NUPLA DIAMOND Logo	5216605	2007-113189	Nupla Corporation
Norway	NUPLA	108107	19800816	Nupla Corporation
South Korea	NUPLA	400776854	4020070056861	Nupla Corporation
UK	NUPLA	1135125	1135125	Nupla Corporation
USA	EXTREME POWER SLEDGE	4,642,413	86/089,520	Nupla Corporation
USA	IMPAX (Stylized)	620,777	71/668,459	Q.E.P. Co., Inc.
USA	NUPLA Diamond Logo	628,215	71/697,312	Q.E.P. Co., Inc.
USA	NUPLAGLAS	842,300	72/253,234	Q.E.P. Co., Inc.



Country	Title	Registration No.	Serial No.	Prior Owner
USA	NUPLA	846,668	72/264,953	Q.E.P. Co., Inc.
USA	NUPLAGLAS	851,863	72/264,952	Nupla Corporation
USA	NUPLA-BOND	857,714	72/283,144	Q.E.P. Co., Inc.
USA	NUPLA Diamond Logo	1,585,335	73/814,514	Q.E.P. Co., Inc.
USA	POWER DRIVE	1,916,002	74/521,092	Q.E.P. Co., Inc.
USA	LIFETIME	2,023,265	74/703,836	Q.E.P. Co., Inc.
USA	Nupla Stripe Dress of Goods	2,011,222	74/673,808	Q.E.P. Co., Inc.
USA	POWER PYLON	2,008,307	75/009,759	Q.E.P. Co., Inc.
USA	MECH/LOC	2,134,941	75/083,416	Q.E.P. Co., Inc.
USA	MICRO-STRIKE	2,236,169	75/318,883	Q.E.P. Co., Inc.
USA	SMART HAMMER	2,416,592	75/765,991	Q.E.P. Co., Inc.
USA	NUPRO	2,961,124	78/282,724	Q.E.P. Co., Inc.
USA	PRO-TEC	2,961,409	78/327,378	Q.E.P. Co., Inc.
USA	ERGO-POWER	3,042,688	78/390,992	Q.E.P. Co., Inc.
USA	EXTREME POWER DRIVE	3,108,127	78/552,529	Q.E.P. Co., Inc.
USA	STRIKE PRO	3,144,949	78/695,263	Q.E.P. Co., Inc.
USA	Nupla Stripe Dress of Goods (Yellow)	3,470,198	77/051,029	Q.E.P. Co., Inc.
USA	Nupla Stripe Dress of Goods	4,971,717	86/591,364	Q.E.P. Co., Inc.
USA	GET THE STRIPE	5,538,230	87/361,336	Nupla Corporation
USA	WE CAN HANDLE ANYTHING	1,450,821	73/589,015	Nupla Corporation
USA	STRIPE IMAGE	1,997,706	74/673,953	Nupla Corporation

<b>Country</b>	<b>Title</b>	<b>Registration No.</b>	<b>Serial No.</b>	<b>Prior Owner</b>
USA	PRO-TEC CLASSIC	1,956,871	74/547,814	Nupla Corporation
USA	NUPLAFLEX	622,110	71/682,820	Nupla Corporation
USA	MAVERICK	5,285,675	87/345,278	Nupla Corporation
USA	HISCO PROFESSIONAL TOOLS FIBERGLASS TOUGH!	2,477,057	75/619,412	Hisco, Inc.
USA	LIFETIME	2,023,265	74/703,836	Nupla Corporation
USA	STRIPE IMAGE	2,011,222	74/673,808	Nupla Corporation

**SCHEDULE D**

Domain Names

NUPLACORP.COM

NUPLATOOLS.COM

LUDELL-TOOLS.COM

HISCO-OKC.COM

HISCOTOOLS.COM