

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM513226

| | | | |
|---|--|-------------------------------|---|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| ToolTopia, LLC | | 03/07/2019 | Limited Liability Company: LOUISIANA |
| RECEIVING PARTY DATA | | | |
| Name: | Golub Capital Markets LLC, as Administrative Agent | | |
| Street Address: | 150 S. Wacker Drive STE 800 | | |
| City: | Chicago | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60606 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5239849 | TOOLTOPIA THE MECHANIC'S SHOP | |
| Serial Number: | 88137823 | KNOX TOOLS | |
| 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: | 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 | | |
| SIGNATURE: | /Rebecca A. Paul/ | | |
| DATE SIGNED: | 03/07/2019 | | |
| Total Attachments: 5 | | | |
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of March 7, 2019, is made by TOOLTOPIA, LLC, a Louisiana limited liability company (the “Grantor”), in favor of GOLUB CAPITAL MARKETS LLC, as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of June 20, 2016 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among Polk Acquisition Corp., a Delaware corporation (the “Borrower”), Polk Holdings, Inc., a Delaware corporation (“Holdings”), the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and Golub Capital Markets LLC, as Administrative Agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date with Credit Agreement in favor of the Administrative Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

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

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, 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. 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 Grantor, hereby 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 Grantor (the “Trademark Collateral”):

(a) all of its Trademarks (other than any “intent-to-use” Trademark applications for which a statement of use has not been filed and accepted with the U.S. Patent and Trademark Office (but only until such statement is filed and accepted with the U.S. Patent and Trademark Office)), including, without limitation, those referred to on Schedule 1 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 Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and 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. In the event of any conflict between this Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, but subject to the terms of the Guaranty and Security Agreement, 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. Termination. This Trademark Security Agreement shall terminate and the Lien on the security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations (other than any outstanding indemnification obligations) and cash collateralization of Letters of Credit. Upon the termination of this Trademark Security Agreement, the Administrative Agent shall execute all documents, make all filings, and take all other actions reasonably requested by the Grantor to evidence and record the release of the Lien on and security interests in the Trademark Collateral granted herein.

Section 6. Counterparts. This Trademark Security 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.

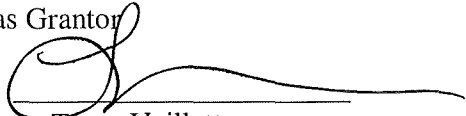
Section 7. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[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,

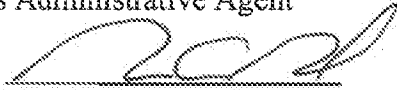
TOOLTOPIA, LLC
as Grantor

By: 
Name: Tracy Veillette
Title: Executive Vice President, Secretary

ACCEPTED AND AGREED
as of the date first above written:

GOLUB CAPITAL MARKETS LLC
as Administrative Agent

By:



Name: Marc C. Robinson

Title: Managing Director

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006584 FRAME: 0468

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

| Mark | Registration Number | Country | Registration Date | Owner |
|-------------------------------|---------------------|---------|-------------------|----------------|
| TOOLTOPIA THE MECHANIC'S SHOP | 5239849 | U.S. | 7/11/17 | ToolTopia, LLC |

2. TRADEMARK APPLICATIONS

| Mark | Application Number | Status | Country | Application Date | Owner |
|------------|--------------------|---------|---------|------------------|----------------|
| KNOX TOOLS | 88137823 | Pending | U.S. | 10/1/18 | ToolTopia, LLC |