

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM516349

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lindstrom Fasteners (Canada) Ltd.	FORMERLY Stelfast Inc.	09/19/2018	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	Antares Capital LP, as Agent		
Street Address:	500 W Monroe St		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4398486	S	
Registration Number:	2452446	STELFAST	
Registration Number:	2465988	S	
Registration Number:	2271337	S	
Registration Number:	2059204		
Registration Number:	2057258		
CORRESPONDENCE DATA			
Fax Number:	3125774565		
<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:	312-577-8265		
Email:	kristin.brozovic@kattenlaw.com		
Correspondent Name:	Kristin Brozovic c/o Katten		
Address Line 1:	525 W Monroe St		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	387132-191		
NAME OF SUBMITTER:	Kristin Brozovic		
SIGNATURE:	/Kristin Brozovic/		
DATE SIGNED:	03/28/2019		

CH \$165.00 4398486

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of September 19, 2018 is made by LINDSTROM FASTENER (CANADA) LTD. (f/k/a Stelfast Inc.), an Ontario corporation (“Grantor”), in favor of Antares Capital LP (“Antares Capital”), as agent (in such capacity, together with its successors and permitted assigns, the “Canadian Agent”) for the Canadian Lenders and the other Canadian Secured Parties (as each such term is defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Second Amended and Restated Credit Agreement, dated as of September 19, 2018 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Lindstrom, LLC, a Delaware limited liability company (“US Borrower”), Grantor (successor by amalgamation to Lindstrom Fastener (Canada) Ltd. and Stelfast Inc.), Metric Enterprises, Inc., a Delaware corporation, the other Credit Parties party thereto and Antares Capital, as US agent for the US Lenders and the L/C Issuers and as Canadian agent for the Canadian Lenders, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the US Borrower and Grantor upon the terms and subject to the conditions set forth therein; and

WHEREAS, Grantor is party to the Canadian Guaranty and 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 Canadian Lenders and the Canadian Agent to enter into the Credit Agreement and to induce the Canadian Lenders to make their respective extensions of credit to Grantor thereunder, Grantor hereby agrees with the Canadian Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Credit Agreement. As used herein, the terms “Secured Obligations” and “Collateral” shall have the meanings given to them in the Canadian 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 mortgages, pledges and hypothecates to the Canadian Agent for the benefit of the Canadian Secured Parties, and grants to the Canadian Agent for the benefit of the Canadian 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 and all IP Licenses providing for the grant by or to Grantor of any right under any Trademark, 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. Canadian 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 Canadian Agent pursuant to the Canadian Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Canadian Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Canadian 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. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. 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 6. 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 laws of the Province of Ontario and the federal laws of Canada applicable therein.

[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,

LINDSTROM FASTENER (CANADA) LTD., an
Ontario corporation, as Grantor


By: 
Name: Michael P. Santoni
Title: Authorized Signatory

Trademark Security Agreement (Lindstrom)

TRADEMARK
REEL: 006602 FRAME: 0833

ACCEPTED AND AGREED
as of the date first above written:

ANTARES CAPITAL LP, as Agent




By: 

Name: Kevin Mihelic

Its: Duly Authorized Signatory

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

Registered Trademarks

Trademark	Application No.	Application Date	Registration No.	Registration Date
S	85504968	12/28/2011	4398486	9/10/2013
STELFAST	75699454	5/7/1999	2452446	5/22/2001
	75433842	2/13/1998	2465988	7/3/2001
S	75234285	1/31/1997	2271337	8/24/1999
	75101685	5/9/1996	2059204	5/6/1997
	75101686	5/9/1996	2057258	4/29/1997

Trademark Applications

None.