

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM544261

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Nova Wildcat Shur-Line Holdings, Inc.		10/04/2019	Corporation: DELAWARE
Nova Wildcat Shur-Line, LLC		10/04/2019	Limited Liability Company: DELAWARE
World and Main (Cranbury), LLC		10/04/2019	Limited Liability Company: DELAWARE
Craig Electronics		10/04/2019	Corporation: FLORIDA
Newtech Electronics Industries, Inc.		10/04/2019	Corporation: FLORIDA

RECEIVING PARTY DATA

Name:	PNC Bank, National Association
Street Address:	500 First Avenue
Internal Address:	commercial loan service center/dcc
City:	pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15219
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Serial Number:	88224544	EARX
Serial Number:	88224538	EARX
Registration Number:	3796835	CRAIG
Registration Number:	2812027	KIDS STATION
Serial Number:	88505930	NEWTECH
Serial Number:	88261975	DETAIL PAINTER
Serial Number:	88261762	EDGER MAX
Serial Number:	88262179	SHAPE PAINTER
Serial Number:	88261825	WALL PAINTER
Serial Number:	88132065	H2 BRANDS GROUP
Registration Number:	5796125	BENDM
Registration Number:	5454197	U ULTRA SECURITY

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5413645	U ULTRA HARDWARE

CORRESPONDENCE DATA

Fax Number: 2158325619

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: 2155695619

Email: pecsenye@blankrome.com

Correspondent Name: Timothy D. Pecsénye

Address Line 1: One Logan Square

Address Line 2: 8th Floor

Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER: 074658-18064

NAME OF SUBMITTER: Timothy D. Pecsénye

SIGNATURE: /Timothy D. Pecsénye/

DATE SIGNED: 10/08/2019

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”), dated as of October 4, 2019, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of PNC Bank, National Association, as administrative and collateral agent (in such capacity, together with its successors and permitted assigns in such capacity, the “Agent”) for each member of the Lender Group and the Bank Product Providers (each as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of August 24, 2018 (as the same may be or has been amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among by and among Nova Wildcat Shur-Line, LLC, World and Main (Cranbury), LLC, World and Main (Air), LLC, Newtech Electronics Industries, Inc. and Craig Electronics Inc., as Borrowers (collectively, the “Borrower”), HBC Chemical LLC, Nova Wildcat Shur-Line Holdings, Inc. and HBC Holdings LLC, as Guarantors, the Lenders from time to time party thereto and Agent, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein and the Guarantors have agreed to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower;

WHEREAS, all of the Grantors are party to the Credit Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

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

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Credit Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Agent for the ratable benefit of the Secured Parties a security interest in and to all of the right, title, and interest of such Grantor in, to, and under the following (the “Trademark Collateral”):

- (a) the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use of and symbolized thereby, and all extensions and renewals thereof (the “Trademarks”);

(b) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

Section 3. Recordation. Each Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon request by the Agent.

Section 4. Credit Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Credit Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark 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.

Section 5. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such 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 trademark licenses subject to a security interest hereunder.

Section 6. [Reserved]

Section 7. Representation and Warranties. Grantors hereby represent and warrant to Agent and to the other Lenders that Schedule 1 sets forth a full, complete and correct list of all Trademark Collateral owned by Grantors as of the date hereof.

Section 8. Events of Default and Remedies. The occurrence of an Event of Default under the Credit Agreement shall constitute an “Event of Default” under this Trademark Security Agreement. Upon the occurrence of and during the continuance of an Event of Default, in addition to all other rights, options, and remedies granted to Agent under the Credit Agreement or any of the other Loan Documents or otherwise available to Agent as a secured creditor at law or in equity, Agent may exercise, either directly or through one or more assignees or designees, all rights and remedies granted to it as a secured creditor under the Uniform Commercial Code with respect to the Trademark Collateral.

Section 9. Power of Attorney. Without limiting the generality of any power of attorney granted to Agent under the Credit Agreement or any other Loan Document, each Grantor hereby authorizes Agent, its successors and assigns, and any officer, employee, attorney or agent thereof, as such Grantor's true and lawful attorney-in-fact, with the power (a) to execute and endorse on behalf of and in the name of such Grantor any Supplement to this Trademark Security Agreement or other security agreement or similar document or instrument which Agent may deem necessary or desirable in order to create, protect or perfect the security interest provided for herein in the Trademark Collateral and in each case to file or record any such Supplement or other security agreement or similar document or instrument with the United States Patent and Trademark Office in the name of and on behalf of such Grantor, and (b) after the occurrence and during the continuance of an Event of Default, to execute and endorse on behalf of and in the name of such Grantor any assignment, bill of sale or similar document or instrument which Agent may deem necessary or desirable in order for Agent to enforce, assign, pledge, convey or otherwise sell, transfer title in or dispose of the Trademark Collateral, and in each case to file or record with the United States Patent and Trademark Office, in the name of and on behalf of such Grantor any such assignment or bill of sale or other document executed by Agent, its successors and assigns, and any officer, employee, attorney or Agent thereof under this power of attorney. Each Grantor hereby unconditionally ratifies all that any person authorized under this power of attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms of hereof and of the Credit Agreement and the other Loan Documents. This power of attorney is coupled with an interest and is and shall be irrevocable unless and until all of the Obligations (including any obligations to provide cash collateral for any Letters of Credit) have been indefeasibly paid in full in cash and satisfied and all of the Commitments under the Credit Agreement have been terminated.

Section 10. Successors and Assigns. This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

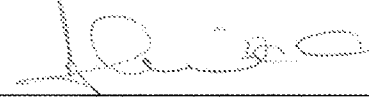
Section 11. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 12. 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.

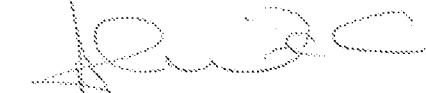
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IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

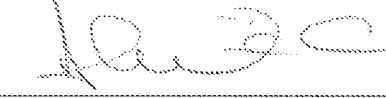
NOVA WILDCAT SHUR-LINE HOLDINGS, INC.

By: 
Name: David Williamson
Title: Secretary

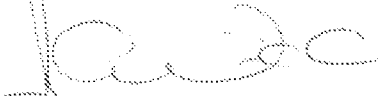
NOVA WILDCAT SHUR-LINE, LLC

By: 
Name: David Williamson
Title: Secretary

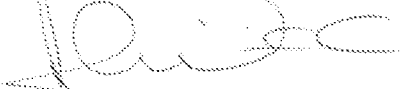
WORLD AND MAIN (CRANBURY), LLC.

By: 
Name: David Williamson
Title: Secretary

CRAIG ELECTRONICS INC.

By: 
Name: David Williamson
Title: Secretary

NEWTECH ELECTRONICS INDUSTRIES, INC.

By: 
Name: David Williamson
Title: Secretary

[Signature Page to Trademark Security Agreement]

ACCEPTED AND AGREED
as of the date first above written:

PNC BANK, NATIONAL ASSOCIATION
as Agent

By: 






Name: Dennis Cloud

Title: Senior Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006765 FRAME: 0743

SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT

Owner	Mark Name	Country	Registration Number (App. No.)	Registration Date (App. Date)
Craig Electronics Inc.		USA	(88224544)	(12/11/2018)
Craig Electronics Inc.	EARX	USA	(88224538)	(12/11/2018)
Newtech Electronics Industries, Inc.	CRAIG	USA	3796835	06/01/2010
Newtech Electronics Industries, Inc.	KIDS STATION	USA	2812027	02/10/2004
Newtech Electronics Industries, Inc.	NEWTECH	USA	(88/505930)	(07/09/2019)
Newtech Electronics Industries, Inc.	CRAIG	Canada	TMA793461	03/21/2011
Newtech Electronics Industries, Inc.	KIDS STATION	Canada	TMA792351	03/08/2011
Newtech Electronics Industries, Inc.	POWER PLAY	Canada	TMA865251	11/18/2013
Newtech Electronics Industries, Inc.	CRAIG	Mexico	(M1575986)	(02/10/2015)
Newtech Electronics Industries, Inc.	NEWTECH	Mexico	621280	08/31/1999
Newtech Electronics Industries, Inc.		Mexico	1750279	04/28/2017
Newtech Electronics Industries, Inc.		China	8139114	02/28/2016
Newtech Electronics Industries, Inc.	CRAIG & DESIGN	China	10921507	09/14/2016
Newtech Electronics Industries, Inc.		China	10921507	09/14/2016
Newtech Electronics Industries, Inc.		Brazil	829706003	10/05/2010
Newtech Electronics Industries, Inc.	CRAIG & DESIGN	Brazil	829706003	10/05/2010

Newtech Electronics Industries, Inc.	CRAIG CRAIG & DESIGN	Brazil	816665974	11/23/1993
Newtech Electronics Industries, Inc.	CRAIG	Venezuela	(M2009/000221)	(01/12/2009)
Newtech Electronics Industries, Inc.	NEWTECH	Venezuela	P211836	04/20/1999
Nova Wildcat Shur-Line, LLC	DETAIL PAINTER	Canada	1940749	(1/15/2019)
Nova Wildcat Shur-Line, LLC	DETAIL PAINTER	United States of America	(88/261,975)	(1/15/2019)
Nova Wildcat Shur-Line, LLC	EDGER MAX	Canada	(1940746)	(1/15/2019)
Nova Wildcat Shur-Line, LLC	EDGER MAX	United States of America	(88/261,762)	(1/15/2019)
Nova Wildcat Shur-Line, LLC	PAINT MASTER	Canada	(1901637)	(5/30/2018)
Nova Wildcat Shur-Line, LLC	SHAPE PAINTER	Canada	(1940748)	(1/15/2019)
Nova Wildcat Shur-Line, LLC	SHAPE PAINTER	United States of America	(88/262,179)	(1/15/2019)
Nova Wildcat Shur-Line, LLC	SHUR-LINE DESIGN	China	34563766	6/28/2019
Nova Wildcat Shur-Line, LLC	WALL PAINTER	Canada	(1940750)	1/15/2015
Nova Wildcat Shur-Line, LLC	WALL PAINTER	United States of America	(88/261,825)	1/15/2019
Nova Wildcat Shur-Line Holdings, Inc.	H2 BRANDS GROUP	Australia	(2005458)	(02/11/2019)
Nova Wildcat Shur-Line Holdings, Inc.	H2 BRANDS GROUP	Canada	1945754	(02/12/2019)
Nova Wildcat Shur-Line Holdings, Inc.	H2 BRANDS GROUP	China	6/28/2019	(02/11/2019)
Nova Wildcat Shur-Line Holdings, Inc.	H2 BRANDS GROUP	International	(1462388)	(02/11/2019)
Nova Wildcat Shur-Line Holdings, Inc.	H2 BRANDS GROUP	Mexico	(M2198685)	(02/11/2019)
Nova Wildcat Shur-Line Holdings, Inc.	H2 BRANDS GROUP	New Zealand	(1119197)	(02/11/2019)
Nova Wildcat Shur-Line Holdings, Inc.	H2 BRANDS GROUP	United States of America	88/132,065	09/26/2018
World and Main (Cranbury), LLC	BENDM	United States of America	5796125	07/02/2019
World and Main (Cranbury), LLC	U ULTRA SECURITY	United States of America	5,454,197	04/24/2018

World and Main (Cranbury), LLC	U ULTRA HARDWARE	United States of America	5,413,645	02/27/2018
World and Main (Cranbury), LLC	ULTRA Logo	China	5,661,028	08/28/2009

TRADEMARK

REEL: 006765 FRAME: 0746

RECORDED: 10/08/2019