

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM545018

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Lawson Products, Inc.		10/11/2019	Corporation: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A., as Administrative Agent		
<b>Street Address:</b>	10 S. Dearborn		
<b>Internal Address:</b>	Floor L2, Suite IL1-1145		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 54</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4356436	ACRYSOL	
<b>Registration Number:</b>	5583751	BARB-LOK	
<b>Registration Number:</b>	731389	CERTANIUM	
<b>Registration Number:</b>	724744	CONDUCTO PLATE	
<b>Registration Number:</b>	3286213	EARTH HARMONY	
<b>Registration Number:</b>	1748071	ETP	
<b>Registration Number:</b>	4718763	FALCON	
<b>Registration Number:</b>	4442605	FALCONGRIP	
<b>Registration Number:</b>	4615065	FALCONGRIP	
<b>Registration Number:</b>	4718762	FALCON TOOLS	
<b>Registration Number:</b>	5520566	FASTTT GRIND	
<b>Registration Number:</b>	4049383	FREE FLOW	
<b>Registration Number:</b>	1793415	HARDFLEX	
<b>Registration Number:</b>	2865355	KENT AUTOMOTIVE	
<b>Registration Number:</b>	5040225	KENT AUTOMOTIVE	
<b>Registration Number:</b>	1572537	L	
<b>Registration Number:</b>	5144620	L	
<b>Registration Number:</b>	5010441	L	

OP \$1365.00 4356436

Property Type	Number	Word Mark
Registration Number:	1565440	LAWSON
Registration Number:	4995676	LAWSON
Registration Number:	4995677	LAWSON PRODUCTS
Registration Number:	5144621	LAWSON PRODUCTS
Registration Number:	3663231	METRI-12
Registration Number:	1569223	METRI-TORQ
Registration Number:	4820462	PRO-BIT
Registration Number:	4896104	PROS PROFIT ENHANCEMENT TOOL
Registration Number:	1428109	QUALI-TORQ
Registration Number:	4726122	REGENCY
Registration Number:	719927	ROTANIUM
Registration Number:	685400	SUPERTANIUM
Registration Number:	671398	TANIUM
Registration Number:	5356190	TRU-CRIMP
Registration Number:	5360947	TRU-SEAL
Registration Number:	1536067	TRU-TORQ
Registration Number:	5356189	TUFF-CRIMP
Registration Number:	1369798	TUFF-TORQ
Serial Number:	87185797	JAVELIN
Registration Number:	5708129	SO-DROX
Registration Number:	653655	SUPERTANIUM
Serial Number:	87788315	HI-KLAMP
Serial Number:	88298235	DRUMMOND
Serial Number:	87788036	MAINTALLOY
Serial Number:	87787936	MATTALLOY
Serial Number:	87788142	MAT-TEKS
Serial Number:	87774504	PERMALOCK
Serial Number:	87776233	PLYLOCK
Serial Number:	87946794	SO-DROX
Serial Number:	87776263	SOFTIC
Serial Number:	87774160	UNIBOLT
Serial Number:	87776409	UNIGRIP
Serial Number:	87776172	UNILOCK
Serial Number:	87774064	VARIGRIP
Serial Number:	88239152	TANIUM
Serial Number:	88435725	SCREW PRODUCTS A LAWSON PRODUCTS BRAND

**CORRESPONDENCE DATA**

**TRADEMARK  
REEL: 006770 FRAME: 0701**

**Fax Number:** 8888295819

**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:** (312) 288-3586

**Email:** CLS-ResultsChicagoUCC@wolterskluwer.com

**Correspondent Name:** Nancy Helm Brown

**Address Line 1:** 2929 Allen Pkwy

**Address Line 2:** Suite 3300

**Address Line 4:** Houston, TEXAS 77019

<b>NAME OF SUBMITTER:</b>	Diandra M. LaMantia
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<b>SIGNATURE:</b>	/Diandra M. LaMantia/
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<b>DATE SIGNED:</b>	10/14/2019
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**Total Attachments: 17**

source=IP Security Agreement (Lawson, 2019)#page1.tif  
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### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

Lawson Products, Inc.

- Individual(s)
- Partnership
- Corporation- State: Illinois
- Other \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) October 11, 2019

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: JPMorgan Chase Bank, N.A., as Administrative Agent

Street Address: 10 S. Dearborn, Floor L2, Suite IL1-1145

City: Chicago

State: Illinois

Country: USA Zip: 60603

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship USA
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) \_\_\_\_\_ Text \_\_\_\_\_

B. Trademark Registration No.(s) \_\_\_\_\_

See Exhibit A attached hereto.

See Exhibit A attached hereto.

Additional sheet(s) attached?  Yes  No

**C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):**

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Diandra M. LaMantia

Internal Address: Chapman and Cutler LLP

Street Address: 111 West Monroe Street

City: Chicago

State: Illinois Zip: 60603

Phone Number: 312-845-3274

Docket Number: \_\_\_\_\_

Email Address: lamantia@chapman.com

**6. Total number of applications and registrations involved:**

54

**7. Total fee (37 CFR 2.6(b)(6) & 3.41)** \$ \_\_\_\_\_

- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:** [Signature] for Chapman and Cutler LLP

October 14, 2019

Signature

Date

Diandra M. LaMantia, Project Assistant


Name of Person Signing




Total number of pages including cover sheet, attachments, and document: 17


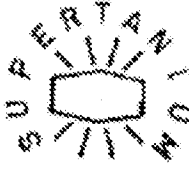
Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**Exhibit A**  
**TRADEMARKS**

*United States Trademark*

Trademark Owner	Registration Number	Registration Date	Mark
Lawson Products, Inc., an Illinois corp.	4,356,436	6/25/2013	ACRYSOL
Lawson Products, Inc., an Illinois corp.	5,583,751	10/16/2018	BARB-LOK
Lawson Products, Inc., an Illinois corp.	731,389	5/15/1962	CERTANIUM
Lawson Products, Inc., an Illinois corp.	724,744	12/5/1961	CONDUCTO PLATE
Lawson Products, Inc., an Illinois corp.	3,286,213	8/28/2007	EARTH HARMONY
Lawson Products, Inc., an Illinois corp.	1,748,071	1/26/1993	ETP
Lawson Products, Inc., an Illinois corp.	4,718,763	4/14/2015	FALCON
Lawson Products, Inc., an Illinois corp.	4,442,605	12/3/2013	FALCONGRIP
Lawson Products, Inc., an Illinois corp.	4,615,065	9/30/2014	FALCONGRIP
Lawson Products, Inc., an Illinois corp.	4,718,762	4/14/2015	
Lawson Products, Inc., an Illinois corp.	5,520,566	7/17/2018	FASTTT GRIND

Trademark Owner	Registration Number	Registration Date	Mark
Lawson Products, Inc., an Illinois corp.	4,049,383	11/1/2011	FREE FLOW
Lawson Products, Inc., an Illinois corp.	1,793,415	9/21/1993	HARDFLEX
Lawson Products, Inc., an Illinois corp.	2,865,355	7/20/2004	KENT AUTOMOTIVE
Lawson Products, Inc., an Illinois corp.	5,040,225	9/13/2016	KENT AUTOMOTIVE
Lawson Products, Inc., an Illinois corp.	1,572,537	12/19/1989	
Lawson Products, Inc., an Illinois corp.	5,144,620	2/21/2017	
Lawson Products, Inc., an Illinois corp.	5,010,441	8/2/2016	
Lawson Products, Inc., an Illinois corp.	1,565,440	11/14/1989	LAWSON
Lawson Products, Inc., an Illinois corp.	4,995,676	7/12/2016	LAWSON
Lawson Products, Inc., an Illinois corp.	4,995,677	7/12/2016	LAWSON PRODUCTS
Lawson Products, Inc., an Illinois corp.	5,144,621	2/21/2017	LAWSON PRODUCTS
Lawson Products, Inc., an Illinois corp.	3,663,231	8/4/2009	METRI-12
Lawson Products, Inc., an Illinois corp.	1,569,223	12/5/1989	METRI-TORQ


Trademark Owner	Registration Number	Registration Date	Mark
Lawson Products, Inc., an Illinois corp.	4,820,462	9/29/2015	PRO-BIT
Lawson Products, Inc., an Illinois corp.	4,896,104	2/2/2016	
Lawson Products, Inc., an Illinois corp.	1,428,109	2/10/1987	QUALI-TORQ
Lawson Products, Inc., an Illinois corp.	4,726,122	4/28/2015	REGENCY
Lawson Products, Inc., an Illinois corp.	719,927	8/15/1961	ROTANIUM
Lawson Products, Inc., an Illinois corp.	685,400	9/22/1959	
Lawson Products, Inc., an Illinois corp.	671,398	12/23/1958	TANIUM
Lawson Products, Inc., an Illinois corp.	5,356,190	12/12/2017	TRU-CRIMP
Lawson Products, Inc., an Illinois corp.	5,360,947	12/19/2017	TRU-SEAL
Lawson Products, Inc., an Illinois corp.	1,536,067	4/25/1989	TRU-TORQ
Lawson Products, Inc., an Illinois corp.	5,356,189	12/12/2017	TUFF-CRIMP
Lawson Products, Inc., an Illinois corp.	1,369,798	11/12/1985	TUFF-TORQ
Lawson Products, Inc., an Illinois corp.	87/185,797	9/28/2016	JAVELIN

Trademark Owner	Registration Number	Registration Date	Mark
Lawson Products, Inc., an Illinois corp.	5,708,129	3/26/2019	SO-DROX
Lawson Products, Inc., an Illinois corp.	0653,655	10/29/1957	SUPERTANIUM

*United States Pending Trademark Application*

Trademark Applicant	Application No.	Filing Date	Mark
Lawson Products, Inc., an Illinois corp.	87/788,315	2/7/2018	HI-KLAMP
Lawson Products, Inc., an Illinois corp.	88/298,235	2/12/2019	DRUMMOND
Lawson Products, Inc., an Illinois corp.	87/788,036	2/7/2018	MAINTALLOY
Lawson Products, Inc., an Illinois corp.	87/787,936	2/7/2018	MATTALLOY
Lawson Products, Inc., an Illinois corp.	87/788,142	2/7/2018	MAT-TEKS
Lawson Products, Inc., an Illinois corp.	87/774,504	1/29/2018	PERMALOCK
Lawson Products, Inc., an Illinois corp.	87/776,233	1/30/2018	PLYLOCK
Lawson Products, Inc., an Illinois corp.	87/946,794	6/4/2018	SO-DROX
Lawson Products, Inc., an Illinois corp.	87/776,263	1/30/2018	SOFTIC
Lawson Products, Inc., an Illinois corp.	87/774,160	1/29/2018	UNIBOLT
Lawson Products, Inc., an Illinois corp.	87/776,409	1/30/2018	UNIGRIP



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Lawson Products, Inc., an Illinois corp.	87/776,172	1/30/2018	UNILOCK
Lawson Products, Inc., an Illinois corp.	87/774,064	1/29/2018	VARIGRIP
Lawson Products, Inc., an Illinois corp.	88/239,152	12/21/2018	TANIUM
Lawson Products, Inc., an Illinois corp.	88/435,725	5/17/2019	 <b>SCREW Products</b> <small>A LAWSON PRODUCTS BRAND</small>

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT ("**IP Security Agreement**"), dated as of October 11, 2019, is made by and among Lawson Products, Inc., an Illinois corporation (the "Grantor"), in favor of JPMorgan Chase Bank, N.A., in its capacity as Administrative Agent (the "Administrative Agent") for the Lenders party to the Credit Agreement.

WHEREAS, the Grantor has entered into a Pledge and Security Agreement dated as of October 11, 2019 (the "Security Agreement"), with the Administrative Agent. Capitalized terms used herein and not defined shall have the meaning ascribed to them in the Security Agreement.

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Administrative Agent, on behalf of and for the ratable benefit of the Secured Parties a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute and deliver this IP Security Agreement for recording with government authorities, including, but not limited to, the United States Patent and Trademark Office and the Canadian Intellectual Property Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Security. The Grantor hereby pledges and grants to the Administrative Agent a security interest in and to all of the right, title, and interest to, and under the following (the "IP Collateral"):

(a) The trademark registrations and applications set forth in Schedule 1 hereto, and the unregistered trademarks used by Grantors, together with the goodwill connected with the use thereof 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.

2. Recordation. The Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Canadian Intellectual Property Office to record and register this IP Security Agreement upon request by the Administrative Agent.

3. Loan Documents. This IP Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Administrative Agent with respect to the IP Collateral are as provided by the Security Agreement and related documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This IP Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this IP Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

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

6. Governing Law. This IP Security Agreement and any claim, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this IP Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the internal laws of the State of Illinois, but giving effect to federal laws applicable to national banks.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GRANTOR:

LAWSON PRODUCTS, INC., an Illinois corporation

By: 

Name: Ronald Knightson


Title: Executive Vice President, Chief Financial Officer,  
Treasurer

[SIGNATURE PAGE TO IP SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 006770 FRAME: 0711**


AGREED TO AND ACCEPTED:




JPMorgan Chase Bank, N.A., as  
Administrative Agent


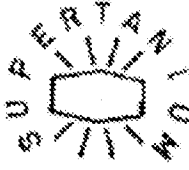
By:   
Name: Jared Zuruga  
Title: Officer

**SCHEDULE I**  
**TRADEMARKS**

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
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Lawson Products, Inc., an Illinois corp.	87/774,064	1/29/2018	VARIGRIP
Lawson Products, Inc., an Illinois corp.	88/239,152	12/21/2018	TANIUM
Lawson Products, Inc., an Illinois corp.	88/435,725	5/17/2019	 <b>SCREW Products</b> <small>A LAWSON PRODUCTS BRAND</small>

***Canadian Registered Trademark***

Trademark Owner	Registration Number	Registration Date	Mark
Lawson Products, Inc.	TMA873395	3/14/2014	ACCELERATING PERFORMANCE
Lawson Products, Inc., an Illinois corp.	TMA208744	8/15/1975	
Lawson Products, Inc., an Illinois corp.	TMA140834	6/18/1965	CERTANIUM
Lawson Products, Inc.	TMA752699	10/11/2009	EARTH HARMONY
Lawson Products, Inc., an Illinois corp.	TMA926713	1/21/2016	FALCON
Lawson Products, Inc., an Illinois corp.	TMA898130	3/5/2015	FALCONGRIP
Lawson Products, Inc., an Illinois corp.	TMA904157	5/21/2015	FALCONGRIP

Lawson Products, Inc., an Illinois corp.	TMA926405	1/19/2016	
Lawson Products, Inc., an Illinois corp.	TMA883690	8/8/2014	HARDFLEX
Lawson Products, Inc.	TMA832907	9/26/2012	JAVELIN
Lawson Products, Inc., an Illinois corp.	TMA676507	11/7/2006	KENT AUTOMOTIVE
Lawson Products, Inc., an Illinois corp.	TMA989046	8/23/2013	
Lawson Products, Inc., an Illinois corp.	TMA772821	7/23/2010	METRI-I 2
Lawson Products, Inc., a Delaware corp.	TMA949445	9/15/2016	PRO-BIT
Lawson Products, Inc., an Illinois corp.	TMA977797	8/7/2017	
Lawson Products, Inc., an Illinois corp.	TMA980223	9/8/2017	REGENCY
Lawson Products, Inc., an Illinois corp.	TMA134015	1/3/1964	RESISTO-PLATE
Lawson Products, Inc., an Illinois corp.	TMA131384	6/14/1963	ROTANIUM
Lawson Products, Inc., an Illinois corp.	TMA134012	1/3/1964	SUPERTANIUM
Lawson Products, Inc., an Illinois corp.	TMA1004466	9/10/2018	TRU-CRIMP
Lawson Products, Inc. an Illinois corp.	TMA1006159	10/4/2018	TRU-SEAL
Lawson Products, Inc., an Illinois corp.	TMA851480	5/23/2013	TRU-TORQ
Lawson Products, Inc., an Illinois corp.	TMA1006168	10/4/2018	TUFF-CRIMP

Lawson Products, Inc., an Illinois corp.	TMA1044045	7/23/2019	LAWSON PRODUCTS
Lawson Products, Inc.	TMA1043233	7/19/2019	JAVELIN
Lawson Products, Inc.	TMA1022519	5/24/2019	MATTALLOY
Lawson Products, Inc.	TMA1022834	5/29/2019	MAT-TEKS
Lawson Products, Inc.	TMA1022809	5/29/2019	PERMALOCK
Lawson Products, Inc.	TMA1022812	5/29/2019	PLYLOCK
Lawson Products, Inc.	TMA1022815	5/29/2019	SOFTIC
Lawson Products, Inc.	TMA1022069	5/21/2019	TUFF-SEAL
Lawson Products, Inc.	TMA1022520	5/24/2019	UNIGRIP
Lawson Products, Inc.	TMA1043237	7/19/2019	VARIGRIP

***Canadian Trademark Pending Applications***

Trademark Applicant	Application No	Filing Date	Mark
Lawson Products, Inc., an Illinois corp.	1856613	9/8/2017	BARB-LOK
Lawson Products, Inc., an Illinois corp.	1853080	8/17/2017	FASTTT GRIND
Lawson Products, Inc., an Illinois corp.	1882349	2/9/2018	HI-ICLAMP
Lawson Products, Inc., an Illinois corp.	1882347	2/9/2018	MAINTALLOY
Lawson Products, Inc., an Illinois corp.	1902762	6/5/2018	SO-DROX
Lawson Products, Inc., an Illinois corp.	1882339	2/9/2018	UNIBOLT
Lawson Products, Inc., an Illinois corp.	1882341	2/9/2018	UNILOCK
Lawson Products, Inc., an Illinois corp.	1882345	2/9/2018	WOOD-LOK
Lawson Products, Inc., an Illinois corp.	1,972,228	6/21/2019	TANIUM
Lawson Products, Inc., an Illinois corp.	1,948,284	2/26/2019	DRUMMOND