

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM550235

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Laguna Tools, Inc.		11/20/2019	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	CIBC Bank USA, as Administrative Agent		
Street Address:	70 West Madison Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60602		
Entity Type:	Chartered Bank: ILLINOIS		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	0623389	DAKE	
Registration Number:	0745395	DAKE	
Registration Number:	1112997	DAKE	
Registration Number:	2690763	DAKE	
CORRESPONDENCE DATA			
Fax Number:	6173417701		
<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:	617-951-8132		
Email:	linda.salera@morganlewis.com		
Correspondent Name:	Linda A. Salera, Senior Paralegal		
Address Line 1:	One Federal Street		
Address Line 2:	c/o Morgan, Lewis & Bockius LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
NAME OF SUBMITTER:	Linda A. Salera		
SIGNATURE:	/Linda A. Salera/		
DATE SIGNED:	11/20/2019		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (the "Agreement"), dated as of November 20, 2019, is made by and between **LAGUNA TOOLS, INC.**, a California corporation ("Company") and **CIBC BANK USA**, as administrative agent for itself and the other lenders (in such capacity, "Administrative Agent"), each having a business location at the address set forth below next to its signature below.

RECITALS

A. Company, the Administrative Agent and the Lenders party thereto, among others, are parties to a Credit Agreement (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), dated the as of October 30, 2018, setting forth the terms on which the Lenders may now or hereafter extend credit to or for the account of Company.

B. Company and Administrative Agent, among others, are parties to a Guaranty and Collateral Agreement (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Guaranty and Collateral Agreement"), dated as of October 30, 2018.

C. Company has obtained ownership interest in certain trademarks which were not referenced in the original Guaranty and Collateral Agreement.

D. As a condition to continuing to extend credit to or for the account of Company, the Administrative Agent and the Lenders have required the execution and delivery of this Agreement by Company.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. All terms defined in the Recitals hereto or that are not otherwise defined herein shall have the meanings given to them in the Credit Agreement or the Guaranty and Collateral Agreement, as applicable. In addition, the following terms have the meanings set forth below:

"Security Interest" has the meaning given in Section 2 of this Agreement.

"Trademarks" means all of Company 's right, title and interest in and to: trademarks, service marks, collective membership marks, registrations for, applications for registration for, and common law rights associated with each, and the respective goodwill associated with each, licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, and (iv) licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit A.

2. Security Interest. Company hereby grants to Administrative Agent a security interest (the "Security Interest") with power of sale to the extent permitted by law, in the Trademarks (except as such may be considered Excluded Property, but only until a statement of use or amendment to allege use is filed an accepted by the United States Patent and Trademark Office or any other filing is made or circumstances otherwise change so that the interests of the Company in such trademarks is no longer on an "intent to use" basis) to secure payment of the Obligations. As set forth in the Credit Agreement and Guaranty and Collateral Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of Company. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to

[Signature Page to Trademark Security Agreement]

assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. Guaranty and Collateral Agreement. The Security Interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Administrative Agent pursuant to the Guaranty and Collateral Agreement and Company hereby acknowledges and agrees that the rights and remedies of Administrative Agent with respect to the Security Interests made and granted hereby are more fully set forth in the Guaranty and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein, including, without limitation, all representations, warranties and covenants with respect to Trademarks.

4. Termination. This Agreement shall terminate and the Lien on the Security Interests shall be released upon the payment and performance in full of the Obligations (other than unasserted contingent indemnification or expense reimbursement obligations) pursuant to the terms of the Credit Agreement and Guaranty and Collateral Agreement. Upon the termination of this Agreement, the Administrative Agent shall execute all documents, make all filings, and take all other actions reasonably requested by Company to evidence and record the release of the Lien on the Trademarks and Security Interests granted herein.

5. Recordation. Each party hereto authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement.


6. Counterparts. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement. Receipt of an executed signature page to this Agreement by facsimile or other electronic transmission shall constitute effective delivery thereof.

7. Governing Law. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Trademark Security Agreement as of the date written above.

LAGUNA TOOLS, INC.,
as Company

By: 

Name: Bruce Robertson
Title: President

[Signature Page to Trademark Security Agreement]

CIBC BANK USA,
as Administrative Agent

By: 
Name: Jason Morgan
Title: Managing Director

EXHIBIT A

**UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS AND COLLECTIVE
MEMBERSHIP MARKS**

REGISTRATIONS

Company	Trademark	Trademark Registration Number	Date of Application	Date of Registration
Laguna Tools, Inc.	DAKE	0623389	10/27/1954	03/20/1956
Laguna Tools, Inc.	DAKE	0745395	01/22/1962	02/19/1963
Laguna Tools, Inc.	DAKE	1112997	11/15/1976	02/13/1979
Laguna Tools, Inc.	DAKE	2690763	06/03/2002	02/25/2003