

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM552794

| | | | |
|---|--|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Grant of Security Interest - Second Lien | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Gunnebo Industries, Inc. | | 12/10/2019 | Corporation: OKLAHOMA |
| RECEIVING PARTY DATA | | | |
| Name: | UBS AG, Stamford Branch | | |
| Street Address: | 600 Washington Boulevard | | |
| City: | Stamford | | |
| State/Country: | CONNECTICUT | | |
| Postal Code: | 06901 | | |
| Entity Type: | Aktiengesellschaft (Ag): SWITZERLAND | | |
| PROPERTY NUMBERS Total: 5 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4497996 | FORGEFAB | |
| Registration Number: | 1014561 | JOHNSON | |
| Registration Number: | 2098454 | QUICK REEVE | |
| Serial Number: | 75388717 | GUNNEBO JOHNSON | |
| Serial Number: | 77561491 | FLEXI-WEIGHT | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3128622200 | | |
| <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: | 3128623837 | | |
| Email: | raza.siddiqui@kirkland.com | | |
| Correspondent Name: | Raza Siddiqui | | |
| Address Line 1: | 300 N. LaSalle | | |
| Address Line 2: | Kirkland & Ellis LLP | | |
| Address Line 4: | Chicago, ILLINOIS 60654 | | |
| ATTORNEY DOCKET NUMBER: | 16852-8 | | |
| NAME OF SUBMITTER: | Raza Siddiqui | | |
| SIGNATURE: | /razasiddiqui/ | | |
| DATE SIGNED: | 12/11/2019 | | |

CH \$140.00 4497996

Total Attachments: 5

source=Griffon - Intellectual Property Security Agreement (Second Lien) (Trademark)
(executed)_(65445815_1)#page1.tif

source=Griffon - Intellectual Property Security Agreement (Second Lien) (Trademark)
(executed)_(65445815_1)#page2.tif

source=Griffon - Intellectual Property Security Agreement (Second Lien) (Trademark)
(executed)_(65445815_1)#page3.tif

source=Griffon - Intellectual Property Security Agreement (Second Lien) (Trademark)
(executed)_(65445815_1)#page4.tif

source=Griffon - Intellectual Property Security Agreement (Second Lien) (Trademark)
(executed)_(65445815_1)#page5.tif

GRANT OF SECOND LIEN SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECOND LIEN SECURITY INTEREST IN TRADEMARK RIGHTS (this "Agreement"), dated as of December 10, 2019, is made by Gunnebo Industries, Inc., an Oklahoma corporation, (the "Grantor"), in favor of UBS AG, Stamford Branch, as collateral agent (in such capacity, the "Agent") for the benefit of the Secured Parties in connection with that certain Second Lien Credit Agreement, dated as of June 27, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among CROSBY WORLDWIDE LIMITED, a company incorporated under the laws of England and Wales ("Holdings"), CROSBY US ACQUISITION CORP., a Delaware corporation (the "Borrower"), each of the Subsidiaries listed on the signature pages hereto or that becomes a party hereto pursuant to Section 8.14 (each such entity being a "Subsidiary Grantor" and, collectively, the "Subsidiary Grantors"), and UBS AG, Stamford Branch, (in such capacity, together with its successors and assigns, the "Collateral Agent") for the benefit of the Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans to the Borrower and the Letter of Credit Issuers have agreed to issue Letters of Credit, in each case upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, each Grantor and any Subsidiaries that become a party thereto, have executed and delivered the Second Lien Security Agreement, dated as of June 27, 2019 in favor of the Collateral Agent (together with all amendments restatements, supplements and modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, each Grantor has granted to the Collateral 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 certain Intellectual Property, including the Trademarks, that is not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lenders to make loans to the Borrower and the Letter of Credit Issuers to make their respective Extensions of Credit under the Credit Agreement, each Grantor agrees, for the benefit of the Collateral Agent and the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

2. Grant of Security Interest. Each Grantor hereby grants a lien on and security interest in all of each Grantor's right, title and interest in, to and under the Trademarks that are not Excluded Property (including, without limitation, those items listed on Schedule A hereto), including the goodwill associated with such Trademarks and the right to receive all Proceeds therefrom (collectively, the "Collateral"), to the Collateral Agent for the benefit of the Secured Parties as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations; provided that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of such Grantor's "intent to use" such trademarks or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed and accepted by the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern. In the event of any conflict between the terms of this Agreement and the terms of the Credit Agreement, the terms of the Credit Agreement shall govern.


5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

6. **GOVERNING LAW: THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

7. Intercreditor Agreements. Notwithstanding anything herein to the contrary, the liens and security interests granted to the Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the Collateral Agent hereunder, are subject to the provisions of any Intercreditor Agreement then in effect. In the event of any conflict between the terms of any Intercreditor Agreement then in effect and the terms of this Agreement, the terms of such Intercreditor Agreement shall govern and control. No right, power or remedy granted to the Collateral Agent hereunder shall be exercised by the Collateral Agent, and no direction shall be given by the Collateral Agent, in contravention of any such Intercreditor Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

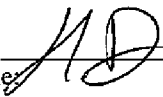
GUNNEBO INDUSTRIES, INC.,
as Grantor

By: 
Name: Bill Fisher
Title: Vice President and Secretary

[Signature Page to Grant of Second Lien Security Interest in Trademark Rights]

TRADEMARK
REEL: 006812 FRAME: 0948

UBS AG, STAMFORD BRANCH
as the Collateral Agent

By:  Housseem Daly
Name: Associate Director
Title: Banking Products Services, US

By:  _____
Name: Darlene Arias
Title: Director

[Signature Page to Grant of Second Lien Security Interest in Trademark Rights]

SCHEDULE A

U.S. Trademark Registrations and Applications¹

| Trademark | Country | Owner | Registration / Application Number | Registration / Application Date |
|------------------|----------------|-----------------------------|--|--|
| FORGEFAB | US | Gunnebo Johnson Corporation | 4497996 / 86/033,708 | 3/18/2014 08/19/2013 |
| JOHNSON | US | Gunnebo Johnson Corporation | 1014561 / 73/010,244 | 7/1/1975 01/07/1974 |
| QUICK REEVE | US | Gunnebo Johnson Corporation | 2098454 / 75/108,563 | 9/16/1997 05/23/1996 |
| GUNNEBO JOHNSON | US | Gunnebo Johnson Corporation | 75/388,717 | 1/12/1999 |
| FLEXI-WEIGHT | US | Gunnebo Johnson Corporation | 77/561,491 | 11/17/2009 |

¹ With respect to trademarks owned by Gunnebo Johnson Corporation, record owner will be updated post-closing to demonstrate name change of Gunnebo Johnson Corporation into Gunnebo Industries, Inc.