

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM554100

| | | | |
|-----------------------------------|---------------------------------------|-------------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Milton Industries, Inc. | | 12/19/2019 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Madison Capital Funding LLC, as Agent | | |
| Street Address: | 227 West Monroe, Suite 5400 | | |
| City: | Chicago | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60606 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 22 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5049850 | M STYLE | |
| Registration Number: | 5211892 | S211 | |
| Registration Number: | 5211893 | S-728 | |
| Registration Number: | 5309083 | S-711 | |
| Registration Number: | 5309084 | S-715 | |
| Registration Number: | 5309085 | S-716 | |
| Registration Number: | 5309086 | S-727 | |
| Registration Number: | 5330421 | EXELAIR | |
| Registration Number: | 5337273 | SIMPLY BETTER AIR | |
| Registration Number: | 5444831 | COLOR FIT | |
| Registration Number: | 5444832 | COLOR FIT | |
| Registration Number: | 5514199 | COBRAFLX | |
| Registration Number: | 4366809 | KWIK-CHANGE | |
| Registration Number: | 5634684 | HIGHFLOWPRO | |
| Registration Number: | 4382090 | MILTON | |
| Registration Number: | 4304144 | MILTON INDUSTRIES, INC. | |
| Registration Number: | 5769788 | KWIK CHANGE | |
| Registration Number: | 4294825 | MILTON INDUSTRIES, INC. | |
| Serial Number: | 88687495 | S-506 | |

CH \$565.00 5049850

| Property Type | Number | Word Mark |
|----------------|----------|-----------|
| Serial Number: | 88687509 | S506 |
| Serial Number: | 88687517 | S-516 |
| Serial Number: | 88687533 | S516 |

CORRESPONDENCE DATA

Fax Number: 3129021061

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: 312.577.8034

Email: oscar.ruiz@katten.com

Correspondent Name: Oscar Ruiz c/o Katten Muchin Rosenman

Address Line 1: 525 West Monroe Street

Address Line 4: Chicago, ILLINOIS 60661

| | |
|--------------------------------|--------------|
| ATTORNEY DOCKET NUMBER: | 214338-00528 |
| NAME OF SUBMITTER: | Oscar Ruiz |
| SIGNATURE: | /Oscar Ruiz/ |
| DATE SIGNED: | 12/19/2019 |

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this December 19, 2019, by and between MILTON INDUSTRIES, INC., a Delaware corporation (the “Grantor”), and MADISON CAPITAL FUNDING LLC, as administrative agent for the Secured Creditors (in such capacity, together with its successors and assigns, the “Administrative Agent”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among MILTON MIDCO, LLC, a Delaware limited liability company (“TopCo”), TOOL GROUP HOLDINGS CORP., a Delaware corporation (“Holdings”), the Grantor, the other Guarantors from time to time party thereto (together with TopCo, Holdings and the Grantor, collectively, the “Loan Parties”), the Administrative Agent and the Lenders from time to time party thereto (the “Lenders”), the Lenders are willing to extend credit and make certain other financial accommodations available to the Grantor pursuant to the terms and conditions thereof, but only upon the condition, among others, that the Loan Parties shall have executed and delivered to the Administrative Agent, for the benefit of the Secured Creditors, that certain Security Agreement, dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Security Agreement”); and

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver to the Administrative Agent, for the benefit of the Secured Creditors, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement and/or the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** The Grantor hereby unconditionally grants, collaterally assigns and pledges to the Administrative Agent, for the benefit of the Secured Creditors, a continuing security interest in all of the Grantor’s right, title and interest in, to and under the following, whether now owned or hereafter created or acquired (collectively, the “Trademark Collateral”):

(a) all of its Trademarks and rights in and to exclusive Intellectual Property Licenses with respect to Trademarks to which it is a party including those Trademarks referred to on Schedule I hereto;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(c) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark;

provided that, notwithstanding anything to the contrary in this Trademark Security Agreement, the Trademark Collateral shall exclude any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law, provided that upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Trademark Collateral.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by the Grantor to the Administrative Agent or the other Secured Creditors, but for the fact that they are unenforceable or not allowable due to the existence of a proceeding under Bankruptcy Laws involving the Grantor.

4. SECURITY AGREEMENT. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to the Administrative Agent, for the benefit of the Secured Creditors, pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Creditors with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. GOVERNING LAW. This Trademark Security Agreement is made under and governed by the laws of the State of New York without regard to conflicts of laws principles.

6. AUTHORIZATION TO SUPPLEMENT. If the Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. The Grantor shall give notice in writing to the Administrative Agent as required by the Security Agreement with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting the Grantor's obligations under this Section 5, the Grantor hereby authorizes the Administrative Agent to unilaterally amend Schedule I to include future United States registered trademarks or trademark applications of the Grantor. Notwithstanding the foregoing, no failure to amend Schedule I shall in any way affect, invalidate or detract from the Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

7. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall together constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Agreement

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the 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.

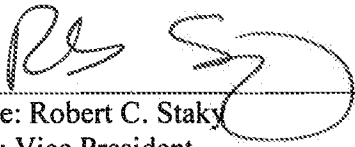
GRANTOR:

MILTON INDUSTRIES, INC.,
a Delaware corporation

By: 
Name: Gregory Carlson
Title: President

ACCEPTED AND ACKNOWLEDGED BY:

MADISON CAPITAL FUNDING LLC

By: 
Name: Robert C. Staky
Title: Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006821 FRAME: 0667

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademarks

| Mark | Status/Key Dates | App. No./Reg. No. | Owner Information |
|-----------------------------|---|-----------------------------|--------------------------|
| <u>M.STYLE</u> | Registered: September 27, 2016 Filed: March 31, 2016 | RN: 5049850 SN: 86960402 | Milton Industries, Inc. |
| <u>S211</u> | Registered: May 30, 2017 Filed: March 31, 2016 | RN: 5211892 SN: 86960360 | Milton Industries, Inc. |
| <u>S-728</u> | Registered: May 30, 2017 Filed: March 31, 2016 | RN: 5211893 SN: 86960394 | Milton Industries, Inc. |
| <u>S-711</u> | Registered: October 17, 2017 Filed: March 31, 2016 | RN: 5309083 SN: 86960369 | Milton Industries, Inc. |
| <u>S-715</u> | Registered: October 17, 2017 Filed: March 31, 2016 | RN: 5309084 SN: 86960375 | Milton Industries, Inc. |
| <u>S-716</u> | Registered: October 17, 2017 Filed: March 31, 2016 | RN: 5309085 SN: 86960381 | Milton Industries, Inc. |
| <u>S-727</u> | Registered: October 17, 2017 Filed: March 31, 2016 | RN: 5309086 SN: 86960385 | Milton Industries, Inc. |
| <u>EXELAIR</u> | Registered November 7, 2017 Filed: February 17, 2016 | RN: 5330421 SN: 86910490 | Milton Industries, Inc. |
| <u>SIMPLY BETTER AIR</u> | Registered November 14, 2017 Filed: July 19, 2016 | RN: 5337273 SN: 87975891 | Milton Industries, Inc. |
| <u>COLOR FIT</u> | Registered April 10, 2018 Filed: April 18, 2017 | RN: 5444831 SN: 87416057 | Milton Industries, Inc. |
| <u>COLOR FIT and Design</u> | Registered April 10, 2018 Filed: April 18, 2017 | RN: 5444832 SN: 87416066 | Milton Industries, Inc. |

| Mark | Status/Key Dates | App. No./Reg. No. | Owner Information |
|---|--|-----------------------------|-------------------------|
| <u>COBRAFLX</u> | Registered July 10, 2018 Filed: February 17, 2016 | RN: 5514199 SN: 86910439 | Milton Industries, Inc. |
| <u>KWIK-CHANGE</u> | Registered: July 16, 2013 Filed: April 6, 2012 | RN: 4366809 SN: 85591340 | Milton Industries, Inc. |
| <u>HIGHFLOWPRO</u> | Registered December 18, 2018 Filed: August 25, 2017 | RN: 5634684 SN: 87979091 | Milton Industries, Inc. |
| <u>MILTON</u> | Registered: August 13, 2013 Filed: April 6, 2012 | RN: 4382090 SN: 85591286 | Milton Industries, Inc. |
| <u>MILTON INDUSTRIES, INC. and Design</u> | Registered: March 19, 2013 Filed: April 6, 2012 | RN: 4304144 SN: 85591330 | Milton Industries, Inc. |
| <u>KWIK CHANGE</u> | Registered: June 4, 2019 Filed: November 16, 2018 | RN: 5769788 SN: 88196671 | Milton Industries, Inc. |
| <u>MILTON INDUSTRIES, INC.</u> | Registered: February 26, 2013 Filed: April 6, 2012 | RN: 4294825 SN: 85591320 | Milton Industries, Inc. |
| <u>s-506</u> | Filed: November 11, 2019 | SN: 88687495 | Milton Industries, Inc. |
| <u>s506</u> | Filed: November 11, 2019 | SN: 88687509 | Milton Industries, Inc. |
| <u>s-516</u> | Filed: November 11, 2019 | SN: 88687517 | Milton Industries, Inc. |
| <u>s516</u> | Filed: November 11, 2019 | SN: 88687533 | Milton Industries, Inc. |