

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM576285

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pfanstiehl, Inc.		05/07/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Fidus Mezzanine Capital II, L.P.		
Street Address:	1603 ORRINGTON AVENUE, SUITE 1005		
City:	EVANSTON		
State/Country:	ILLINOIS		
Postal Code:	60201		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4759722	PFANSTIEHL	
CORRESPONDENCE DATA			
Fax Number:			
<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:	7043778156		
Email:	jcarusone@robinsonbradshaw.com		
Correspondent Name:	Jennifer Carusone		
Address Line 1:	101 N. Tryon St., Suite 1900		
Address Line 4:	Charlotte, NORTH CAROLINA 28246		
NAME OF SUBMITTER:	Jennifer Carusone		
SIGNATURE:	/Jennifer Carusone/		
DATE SIGNED:	05/13/2020		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 7th day of May, 2020 by **PFANSTIEHL, INC.**, a Delaware corporation (the "Grantor"), in favor of **FIDUS MEZZANINE CAPITAL II, L.P.**, a Delaware limited partnership ("Fidus"), in its capacity as agent ("Agent") for the Lenders.

W I T N E S S E T H

WHEREAS, Grantor and each other Person joined to the Credit Agreement (defined below) as borrowers have entered into that certain (i) Amended and Restated Senior Subordinated Loan and Security Agreement, dated as of April 30, 2020 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Grantor, certain of Grantor's Subsidiaries and Affiliates from time to time party thereto, the Persons which are now or which hereafter become a party thereto as lenders (collectively, together with their successors and assigns, the "Lenders") and Agent, pursuant to which Agent and Lenders provided for the extension of credit to be made Grantor and the other Borrowers; and

WHEREAS, Grantor has granted to Agent, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks (subject to any exclusions set forth therein), together with the goodwill of the business symbolized by Grantor's trademarks and all products and proceeds thereof, to secure the payment of all amounts owing by Borrowers to Agent and Lenders under the Credit Agreement.

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

1. All terms capitalized herein but not otherwise defined herein shall have the same meanings ascribed to them in the Credit Agreement.

2. To secure the payment and performance of the Obligations under the Credit Agreement, Grantor hereby grants to Agent, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Credit Agreement, of a continuing security interest in Grantor's entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising (collectively, the "Trademark Collateral"):

(a) all of Grantor's trademarks, trademark applications, service marks, service mark applications, trade names, domain name, mask works and associated goodwill (collectively, "Trademarks"), and any license to which such Grantor is a party for any of the foregoing (each such license, a "License"), including those Trademarks referred to on Schedule 1 hereto, other than as expressly set forth in the Credit Agreement, including if the grant of such security interest (x) constitutes or results in the abandonment of, invalidation of or rendering unenforceable any of its right, title or interest therein or result in a breach of the terms of, or constitute a default under, such Trademark or License or (y) constitutes or results in a breach or termination pursuant to the terms of, or a default under, any lease, license, permit, contract or other agreement related to such Trademark or License (including any requirement to obtain the consent

of any third party thereunder) (other than to the extent that any such term would be rendered ineffective pursuant to Section 9-406, 9-407 or 9-408 of the Uniform Commercial Code or any other applicable law or principles of equity);

(b) all reissues, continuations, continuations-in-part, substitutes, extensions or renewals of and improvements on the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement or dilution of any Trademark or any Trademark licensed under any License.

3. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Credit Agreement. Grantor hereby acknowledges and affirms 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. To the extent there is any inconsistency between this Agreement and the Credit Agreement, the terms of the Credit Agreement shall control.

4. If Grantor shall obtain rights to any new Trademark Collateral, this Agreement shall automatically apply thereto.

5. This Agreement may be executed in any number of and by different parties hereto on separate counterparts, all of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any signature delivered by a party by facsimile, .pdf or similar method of electronic transmission shall be deemed to be an original signature hereto.

6. This Agreement and all matters relating hereto or arising herefrom (whether arising under contract law, tort law or otherwise) shall be governed by and construed in accordance with the laws of the State of New York applied to contracts to be performed wholly within the State of New York. Sections 1.4 [Certain Matters of Construction] and 16.1 [Governing Law] of the Credit Agreement are hereby incorporated herein, mutatis mutandis.

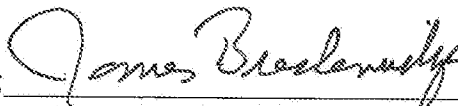
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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

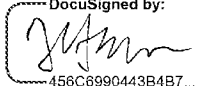
GRANTOR:

PFANSTIEHL, INC.

By: 
Name: James Breckenridge
Title: President

**ACCEPTED AND
ACKNOWLEDGED:**

FIDUS MEZZANINE CAPITAL II, L.P.,
as Agent

By: 
Name: Thomas C. Lauer
Title: Manager

SCHEDULE 1

Trademark	Application No.	Application Date	Registration No.	Registration Date
PFANSTIEHL	86438426	October 29, 2014	4759722	June 23, 2015