

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM580830

| | |
|------------------------------|---|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNMENT AND ASSUMPTION OF SECOND LIEN TRADEMARK SHORT FORM SECURITY AGREEMENT |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---|----------|----------------|-------------------------------|
| BANK OF AMERICA, N.A., as resigning Collateral Agent | | 06/05/2020 | National Banking Association: |

RECEIVING PARTY DATA

| | |
|--------------------------|---|
| Name: | UMB BANK, N.A., as successor Collateral Agent |
| Street Address: | 2 South Broadway |
| Internal Address: | Suite 600 |
| City: | St. Louis |
| State/Country: | MISSOURI |
| Postal Code: | 63102 |
| Entity Type: | National Banking Association: UNITED STATES |

PROPERTY NUMBERS Total: 16

| Property Type | Number | Word Mark |
|----------------------|---------|-----------------|
| Registration Number: | 2732581 | CHEMTEX |
| Registration Number: | 1656602 | LIBERATOR |
| Registration Number: | 1932090 | SMOOTHHAMMER |
| Registration Number: | 1616426 | SMOOTHDRILL |
| Registration Number: | 3401764 | SMOOTHDRIVE |
| Registration Number: | 2202027 | SUPER GOLD |
| Registration Number: | 3576696 | SUPERTEX |
| Registration Number: | 1499566 | TEXLOK |
| Registration Number: | 2031037 | U-PAK |
| Registration Number: | 0966073 | UTEX |
| Registration Number: | 2197741 | UTEX |
| Registration Number: | 4602111 | BLACK MAMBA |
| Registration Number: | 4515654 | XLH |
| Registration Number: | 5363567 | CORE-X |
| Registration Number: | 5099333 | ACCUSEAL |
| Registration Number: | 5077936 | AMERIFRAC-NITRO |

CH \$415.00 2732581

CORRESPONDENCE DATA**Fax Number:** 2123108007

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: 212.310.8000**Email:** juan.arias@weil.com**Correspondent Name:** J.T. Parisi**Address Line 1:** Weil, Gotshal & Manges LLP**Address Line 2:** 767 Fifth Avenue**Address Line 4:** New York, NEW YORK 10153

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|--------------------------------|------------------------|
| ATTORNEY DOCKET NUMBER: | J.T. Parisi-78263.0003 |
|--------------------------------|------------------------|

| | |
|---------------------------|-------------|
| NAME OF SUBMITTER: | J.T. Parisi |
|---------------------------|-------------|

| | |
|-------------------|---------------|
| SIGNATURE: | /J.T. Parisi/ |
|-------------------|---------------|

| | |
|---------------------|------------|
| DATE SIGNED: | 06/11/2020 |
|---------------------|------------|

Total Attachments: 5

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**Assignment and Assumption of
Second Lien Trademark Short Form Security Agreement**

This ASSIGNMENT AND ASSUMPTION OF SECOND LIEN TRADEMARK SHORT FORM SECURITY AGREEMENT (this “Trademark Assignment and Assumption”) effective as of June 5, 2020 (“Effective Date”) is made by BANK OF AMERICA, N.A., as resigning Collateral Agent (“Assignor”), and UMB BANK, N.A., as successor Collateral Agent (“Assignee”);

WHEREAS, UTEX INDUSTRIES, INC., a Texas corporation, DURAQUEST, INC., a Texas corporation (the “Grantors”), and Assignor entered into that certain Second Lien Trademark Short Form Security Agreement, dated as of April 10, 2013 and recorded at the United States Patent and Trademark Office at Reel 5003 Frame 0861 (as supplemented by that certain Second Lien Trademark Short Form Security Agreement, dated as of May 15, 2020 between UTEX INDUSTRIES, INC. and Assignor, and as may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”), and that certain Second Lien Security Agreement dated as of April 10, 2013 (as supplemented by that certain Supplement No. 1, dated as of January 29, 2018, that certain Supplement No. 2, dated as of May 15, 2020, and as may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among UTEX HOLDING, INC., a Delaware corporation (“Parent”), the Grantors, the subsidiaries of Parent from time to time party thereto and Assignor, and that Second Lien Credit Agreement, dated as of April 10, 2013 (as amended by that certain First Amendment to Second Lien Credit Agreement, dated as of May 22, 2014, and as may be further amended, restated, amended and restated, supplemented or otherwise modified, or refinanced from time to time, the “Credit Agreement”), among the Grantors, Parent, the other Guarantors from time to time party thereto, Assignor, as administrative agent and collateral agent to the lenders party thereto, each lender from time to time party thereto and the other agents named therein, pursuant to which, Assignor received from the Grantors, a security interest in the Trademark Collateral (as defined in the Trademark Security Agreement), including, but not limited to, the Trademark Collateral set forth on Exhibit A; and

WHEREAS, pursuant to that certain Agency Resignation, Appointment and Acceptance Agreement and Amendment to Credit Agreement, to be dated as of June 9, 2020, by and among Assignor, as resigning Collateral Agent, and Assignee, as successor Collateral Agent, among other parties (the “Instrument”), Assignor will, among other things, assign to Assignee all of its rights, powers, and duties as Collateral Agent under the Credit Agreement and other Loan Documents, including the Trademark Security Agreement.

NOW THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the parties hereto agree as follows:

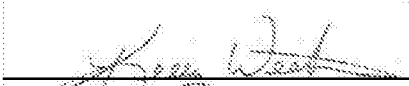
1. Terms not otherwise defined herein shall have the meanings assigned to them under the Credit Agreement.

2. Assignor hereby, pursuant to the terms of the Instrument, without warranty, representation or recourse of any kind, either express or implied, assigns, conveys and transfers to Assignee all of its rights, title and interest in and to the Trademark Security Agreement and its security interest in the Trademark Collateral thereunder, including the Trademark Collateral set forth on Exhibit A hereto. Furthermore, Assignor does hereby grant and delegate to Assignee, and Assignee hereby assumes, any and all of the duties and obligations of Assignor under the Trademark Security Agreement from and after the date hereof.
3. The parties hereby authorize and request, at Borrower's expense, the Commissioner for Trademarks of the United States Patent and Trademark Office and any other applicable government officer to record this Trademark Assignment and Assumption.
4. This Trademark Assignment and Assumption has been entered into pursuant to and in conjunction with the Instrument, which is hereby incorporated by reference herein. The provisions of the Instrument shall supersede and control over any conflicting or inconsistent provision herein.
5. This Trademark Assignment and Assumption shall be governed by and construed in accordance with the laws of the State of New York.
6. This Trademark Assignment and Assumption may be in the form of an Electronic Record and may be executed using Electronic Signatures (including, without limitation, facsimile and .pdf) and shall be considered an original, and shall have the same legal effect, validity and enforceability as a paper record. This Trademark Assignment and Assumption may be executed in as many counterparts as necessary or convenient, including both paper and electronic counterparts, but all such counterparts are one and the same agreement. For the avoidance of doubt, the authorization under this paragraph may include, without limitation, use or acceptance by any party of a manually signed paper communication which has been converted into electronic form (such as scanned into PDF format), or an electronically signed communication converted into another format, for transmission, delivery and/or retention. For purposes hereof, "Electronic Record" and "Electronic Signature" shall have the meanings assigned to them, respectively, by 15 USC §7006, as it may be amended from time to time.

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IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment and Assumption to be executed by their respective duly authorized officers.

BANK OF AMERICA, N.A.
As Collateral Agent

By: 
Name: Kelly Weaver
Title: Vice President

Accepted:

UMB BANK, N.A.

As successor Collateral Agent

By: Michael G Slade

Name: Michael G. Slade

Title: Senior Vice President

[Signature Page to Trademark Assignment and Assumption of Trademark Security Agreement – Utex Industries, Inc.]

TRADEMARK
REEL: 006968 FRAME: 0690

Exhibit A

United States Trademarks

Trademarks

| Mark | Country | App. No. / Filing Date | Reg. No. / Reg. Date | Owner |
|-----------------|---------|---------------------------|-------------------------|-----------------------|
| CHEMTEX | US | 76037730 5/1/2000 | 2732581 7/1/2003 | Utex Industries, Inc. |
| LIBERATOR | US | 74032999 2/27/1990 | 1656602 9/10/1991 | Utex Industries, Inc. |
| SMOOTHAMMER | US | 74450498 10/25/1993 | 1932090 10/31/1995 | Utex Industries, Inc. |
| SMOOTHDRILL | US | 73836540 11/6/1989 | 1616426 10/9/1990 | Utex Industries, Inc. |
| SMOOTHDRIVE | US | 78751406 11/10/2005 | 3401764 3/25/2008 | Utex Industries, Inc. |
| SUPER GOLD | US | 75221739 1/6/1997 | 2202027 11/3/1998 | Utex Industries, Inc. |
| SUPERTEX | US | 77038820 11/7/2006 | 3576696 2/17/2009 | Utex Industries, Inc. |
| TEXLOK | US | 73667532 6/22/1987 | 1499566 8/9/1988 | Utex Industries, Inc. |
| U-PAK | US | 74667855 5/1/1995 | 2031037 1/14/1997 | Utex Industries, Inc. |
| UTEX | US | 72422014 4/20/1972 | 0966073 8/14/1973 | Utex Industries, Inc. |
| UTEX | US | 75326862 7/18/1997 | 2197741 10/20/1998 | Utex Industries, Inc. |
| BLACK MAMBA | US | 85782560 11/19/2012 | 4602111 9/9/2014 | Utex Industries, Inc. |
| XLH | US | 85782555 11/19/2012 | 4515654 4/15/2014 | Utex Industries, Inc. |
| CORE-X | US | 87429531 4/28/2017 | 5363567 12/26/2017 | Utex Industries, Inc. |
| ACCUSEAL | US | 86967667 4/7/2016 | 5099333 12/13/2016 | Utex Industries, Inc. |
| AMERIFRAC-NITRO | US | 86967755 4/7/2016 | 5077936 11/8/2016 | Utex Industries, Inc. |