

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM581957

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>RESUBMIT DOCUMENT ID:</b>	900547526		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
General Tools & Instruments Company LLC		04/29/2020	Limited Liability Company: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Twin Brook Capital Partners, LLC, as Agent		
<b>Street Address:</b>	111 S. Wacker Dr., 36th Floor		
<b>City:</b>	chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5355581	ALUMINIRON	
<b>Registration Number:</b>	5116945		
<b>Registration Number:</b>	4121280	GARDEN WEASEL	
<b>Registration Number:</b>	4121903	SOLUTIONS FROM THE GROUND UP	
<b>Registration Number:</b>	2753300	GARDEN CLAW	
<b>Registration Number:</b>	1579785		
<b>Registration Number:</b>	1578672	GARDEN-WEASEL	
<b>Registration Number:</b>	1192024	WEED POPPER	
<b>Registration Number:</b>	1168093	WEASEL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3128637865		
<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>			
<b>Phone:</b>	3122013865		
<b>Email:</b>	sharon.patterson@goldbergkohn.com		
<b>Correspondent Name:</b>	Sharon Patterson, Paralegal		
<b>Address Line 1:</b>	Goldberg Kohn Ltd., 55 E. Monroe St.		
<b>Address Line 2:</b>	Ste 3300		

<b>Address Line 4:</b>	Chicago, ILLINOIS 60603
<b>ATTORNEY DOCKET NUMBER:</b>	7428.029
<b>NAME OF SUBMITTER:</b>	Sharon Patterson
<b>SIGNATURE:</b>	/sharon patterson/
<b>DATE SIGNED:</b>	06/18/2020
<b>Total Attachments: 4</b> source=GKLIB16-#11631491-v1-General_Tools_-_Amendment_No__1_to_Trademark_Security_Agreement#page1.tif source=GKLIB16-#11631491-v1-General_Tools_-_Amendment_No__1_to_Trademark_Security_Agreement#page2.tif source=GKLIB16-#11631491-v1-General_Tools_-_Amendment_No__1_to_Trademark_Security_Agreement#page3.tif source=GKLIB16-#11631491-v1-General_Tools_-_Amendment_No__1_to_Trademark_Security_Agreement#page4.tif	

**AMENDMENT NO. 1 TO  
TRADEMARK SECURITY AGREEMENT**

THIS AMENDMENT NO. 1 ("Amendment") to that certain Trademark Security Agreement dated as of November 22, 2017 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Trademark Security Agreement"), made by GENERAL TOOLS & INSTRUMENTS COMPANY LLC, a New York limited liability company ("Grantor"), in favor of TWIN BROOK CAPITAL PARTNERS, LLC, in its capacity as agent ("Agent") for Lenders (as hereinafter defined), is dated as of April 29, 2020.

**RECITALS**

WHEREAS, pursuant to that certain Credit Agreement dated as of November 22, 2017 by and among Grantor as a borrower, the financial institutions party thereto from time to time (together with their respective successors and assigns, "Lenders") and Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"; capitalized terms used and not otherwise defined herein shall have the respective meanings given to them in the Credit Agreement), Agent and Lenders have agreed to make Loans and to issue Letters of Credit for the benefit of Grantor;

WHEREAS, the Grantor, certain affiliates of Grantor, and Agent are parties to that certain Guarantee and Collateral Agreement dated as of November 22, 2017 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guarantee and Collateral Agreement"), pursuant to which, among other things, Grantor granted to the Agent a security interest in substantially all of Grantor's assets;

WHEREAS, in connection with the Guarantee and Collateral Agreement, Grantor executed the Trademark Security Agreement, pursuant to which, among other things, Grantor granted a security interest to the Agent in all of Grantor's "Trademark Collateral", as such term is defined in the Guarantee and Collateral Agreement (herein, the "Trademarks");

WHEREAS, since the date of Grantor's execution of the Trademark Security Agreement, Grantor has acquired interests in additional Trademarks (the "New Trademarks"); and

WHEREAS, in accordance with the Guarantee and Collateral Agreement and the Trademark Security Agreement, the parties agree to amend the Trademark Security Agreement to confirm the inclusion of such New Trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto hereby agree to amend the Trademark Security Agreement as follows:

SECTION 1. Schedules. Schedule I to the Trademark Security Agreement shall be deemed to refer to Schedule I as amended by the addition of the New Trademarks scheduled on Schedule A attached hereto.

SECTION 2. Effect of Amendment. Except as expressly amended by this Amendment, the terms of the Trademark Security Agreement shall remain in full force and effect as executed.

SECTION 3. Counterparts. This Amendment may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Amendment by signing any such counterpart.

IN WITNESS WHEREOF, Grantor and Agent have each caused this Amendment to be duly executed and delivered by an officer thereunto duly authorized as of the date first above written.

GENERAL TOOLS & INSTRUMENTS COMPANY LLC




By: .....

Name: Eojin Lee





Title: Vice President

ACCEPTED AND ACKNOWLEDGED BY:

TWIN BROOK CAPITAL PARTNERS, LLC, as Agent

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Drew Guyette - Chief Credit Officer

**SCHEDULE A**  
**TRADEMARKS**

<b>GRANTOR</b>	<b>MARK</b>	<b>APPLN NO.</b>	<b>FILED</b>	<b>REGN NO.</b>	<b>REGN DATE</b>	<b>STATUS</b>
General Tools & Instruments Company LLC	ALUMINIRON	86746438	9/3/15	5355581	12/12/17	Registered
General Tools & Instruments Company LLC	Garden Spade Design 	86656110	6/9/15	5116945	1/10/17	Registered
General Tools & Instruments Company LLC	GARDEN WEASEL 	85382139	7/27/11	4121280	4/3/12	Registered
General Tools & Instruments Company LLC	SOLUTIONS FROM THE GROUND UP	85416861	9/7/11	4121903	4/3/12	Registered
General Tools & Instruments Company LLC	GARDEN CLAW	78183047	11/8/02	2753300	8/19/03	Registered
General Tools & Instruments Company LLC	Garden Tool Design 	73768961	12/12/88	1579785	1/30/90	Registered
General Tools & Instruments Company LLC	GARDEN-WEASEL	73751155	9/12/88	1578672	1/23/90	Registered
General Tools & Instruments Company LLC	WEED POPPER 	73270531	7/17/80	1192024	3/26/82	Registered
General Tools & Instruments Company LLC	WEASEL	73232560	9/24/79	1168093	9/8/18	Registered