

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM577167

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECOND LIEN TRADEMARK SHORT FORM SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
UTEX INDUSTRIES, INC.		05/15/2020	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	BANK OF AMERICA, N.A.		
Street Address:	100 N. TRYON STREET		
City:	CHARLOTTE		
State/Country:	NORTH CAROLINA		
Postal Code:	28255		
Entity Type:	NATIONAL 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	
CORRESPONDENCE DATA			
Fax Number:	6508385109		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			
TRADEMARK			

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 650-838-3743
Email: jlik@shearman.com
Correspondent Name: MAEVE WILSON
Address Line 1: 599 Lexington Avenue
Address Line 2: Shearman & Sterling LLP
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	676/280
NAME OF SUBMITTER:	MAEVE WILSON
SIGNATURE:	/MAEVE WILSON/
DATE SIGNED:	05/19/2020

Total Attachments: 5

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SECOND LIEN TRADEMARK SHORT FORM SECURITY AGREEMENT dated as of May 15, 2020, (this “**Agreement**”), among UTEX INDUSTRIES, INC., a Texas corporation (the “**Grantor**”), and BANK OF AMERICA, N.A., as collateral agent (in such capacity, the “**Collateral Agent**”).

Reference is made to (a) the 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 the date hereof, and as may be further amended, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among UTEX HOLDING, INC., a Delaware corporation (“**Parent**”), Grantor, the subsidiaries of Parent from time to time party thereto and the Collateral Agent and (b) the 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, supplemented or otherwise modified, refinanced and/or restated from time to time, the “**Credit Agreement**”), among the Grantor, as a borrower, Parent, the other Guarantors from time to time party thereto, the Collateral Agent, as administrative agent and collateral agent to the lenders party thereto, each lender from time to time party thereto (collectively, the “**Lenders**” and individually, a “**Lender**”) and the other agents named therein. The Lenders have agreed to extend credit to the Grantor subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantor will derive substantial benefits from the extension of credit pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, including the Guaranty, the Grantor, pursuant to the Security Agreement, hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest under the laws of the United States; (collectively, the “**Trademark Collateral**”):

(a) all trademarks, service marks, trade names, domain names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general indicators of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States, and all

extensions or renewals thereof, including those listed on Schedule I (the “**Trademarks**”), and

(b) all goodwill associated with or symbolized by the Trademarks excluding, in each case of (a) and (b) any intent-to-use application trademark application prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the tent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable law.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to any Loan Document (including, without limitation, this Agreement) and the exercise of any right or remedy by the Collateral Agent hereunder or under any other Loan Document are subject to the provisions of the Intercreditor Agreement. Without limiting the generality of the foregoing, and notwithstanding anything herein to the contrary, all rights and remedies of the Collateral Agent (and the Administrative Agent and the Second Lien Lenders) shall be subject to the terms of the Intercreditor Agreement, and until the Discharge of First Lien Obligations, no Grantor shall be required hereunder or under any other Loan Document to take any action that is inconsistent with such Grantor’s obligations under the First Lien Credit Facilities Documentation. Until the Discharge of First Lien Obligations, the Collateral Agent may not require any Grantor to take any action with respect to the creation, perfection or priority of its security interest, whether pursuant to the express terms hereof or of any other Loan Document or pursuant to the further assurances provisions hereof or any other Loan Document, unless the First Lien Collateral Agent shall have required such Grantor to take similar action, and delivery of any Collateral to the First Lien Collateral Agent pursuant to the First Lien Credit Facilities Documentation shall satisfy any delivery requirement hereunder or under any other Loan Document. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Agreement, the terms of the Intercreditor Agreement shall govern.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement
as of the day and year first above written.


UTEX INDUSTRIES, INC.,
as the Grantor

By: 
Name: Pete T. Sanchez
Title: Chief Financial Officer & Treasurer

[SIGNATURE PAGE TO 2L TRADEMARK SUPPLEMENT] Utex Industries Inc.

TRADEMARK
REEL: 006989 FRAME: 0258

BANK OF AMERICA, N.A.,
as Collateral Agent

By: 
Name: Kelly Weaver
Title: Vice President

Schedule I

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.