

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM596108

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT (1L)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MILSCO, LLC		08/28/2020	Limited Liability Company:
OSBORN, LLC		08/28/2020	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Cantor Fitzgerald Securities, as Administrative Agent		
Street Address:	110 E. 59th Street		
City:	New york		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 33			
Property Type	Number	Word Mark	
Registration Number:	2697697	MILSCO	
Registration Number:	5266290	VERSACOMPACT	
Registration Number:	5535997	VERSAMAX	
Registration Number:	5535998	VERSAPREMIUM	
Registration Number:	0408273	ARTAB	
Registration Number:	3034292	BELANGER ABRASIVES	
Registration Number:	3301980	BELANGER ABRASIVES	
Registration Number:	3123586	BLACK DIAMOND	
Registration Number:	1735950	BUFFING COMPOUNDS FROM MATCHLESS SINCE 1	
Registration Number:	2100700		
Registration Number:	1374495	BURNS ROUGE	
Registration Number:	3668069	COOLBALANCE	
Registration Number:	4023610	DIALUX	
Registration Number:	2808159	DYNAFLEX	
Registration Number:	5493136	EMBRACE THE GRIND	
Registration Number:	0613728	ENDURION	
Registration Number:	4100987	EZ-FLEX	
Registration Number:	5296574	FINISH. FIRST.	

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Property Type	Number	Word Mark
Registration Number:	2450498	GREEN EXTRA LIFE
Registration Number:	4788584	JACKSONLEA
Registration Number:	5514699	KEEP ROLLING
Registration Number:	2866457	LEAROK
Registration Number:	0973349	LOAD RUNNERS
Registration Number:	0569356	OSBORN
Registration Number:	1287833	SACKNER
Registration Number:	1793403	SOFTOOL
Registration Number:	1039967	STRAT-O-SHEEN
Registration Number:	5723079	TUFBRUSH
Registration Number:	1570671	ULTRA-GRIT
Registration Number:	1412046	UNI-LOK
Registration Number:	3123318	WHITE DIAMOND
Registration Number:	4051773	XTRASEAL
Registration Number:	4055003	XTRASEAL HT

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: 2123108000

Email: juan.arias@weil.com

Correspondent Name: David St. Bernard

Address Line 1: Weil, Gotshal & Manges LLP

Address Line 2: 767 Fifth Avenue

Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER: D. St. Bernard-10143.0003

NAME OF SUBMITTER: David St. Bernard

SIGNATURE: /David St. Bernard/

DATE SIGNED: 09/04/2020

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of August 28, 2020 (as amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by the entities identified as grantors on the signature pages hereto (collectively, the “**Grantors**”) in favor of CANTOR FITZGERALD SECURITIES, as Administrative Agent for the Secured Parties (in such capacity and together with its successors and permitted assigns, the “**Administrative Agent**”).

WHEREAS, the Grantors are party to a First Lien Security Agreement, dated as of August 28, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) between each of the Grantors and the other grantors party thereto and the Administrative Agent pursuant to which the Grantors granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Administrative Agent as follows:

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. GRANT OF SECURITY INTEREST

As security for the payment or performance in full of the Secured Obligations, including the Guaranteed Obligations, each Grantor hereby pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in, to and under any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”); *provided*, that the Trademark Collateral shall not include any Excluded Assets (including any Trademark applications excluded pursuant to Section 2.1 hereof):

- (i) all Trademarks, including those listed on Schedule A hereto,
- (ii) the right to sue or otherwise recover for past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to goodwill, and all Proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages and proceeds of suit, and
- (iii) all other rights accruing thereunder or pertaining thereto throughout the world.

SECTION 2.1. Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2 hereof attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, 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 any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. SECURITY AGREEMENT

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent 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. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. RECORDATION

EACH GRANTOR HEREBY AUTHORIZES AND REQUESTS THAT THE UNITED STATES PATENT AND TRADEMARK OFFICE RECORD THIS TRADEMARK SECURITY AGREEMENT.

SECTION 5. TERMINATION

This Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations (other than any outstanding indemnification obligations). Upon the termination of this Agreement, the Administrative Agent shall execute all documents, make all filings, take all other actions reasonably requested by the Grantors to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein.

SECTION 6. GOVERNING LAW

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW PRINCIPLES THAT WOULD APPLY THE LAWS OF ANOTHER JURISDICTION.

SECTION 7. COUNTERPARTS

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

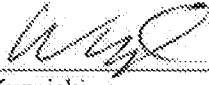
SECTION 8. CONCERNING THE ADMINISTRATIVE AGENT

Cantor Fitzgerald Securities is entering into this Trademark Security Agreement solely in its capacity as Administrative Agent. In acting hereunder, the Administrative Agent shall be entitled to all of the rights, privileges, immunities and indemnities granted to it under the Credit Agreement, as if such rights, privileges, immunities and indemnities were set forth herein.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

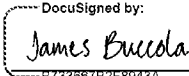
MILSCO, LLC
OSBORN, LLC

By: 
Name: Kevin Kuznicki
Title: Vice President

[Signature Page to First Lien Trademark Security Agreement]

TRADEMARK
REEL: 007049 FRAME: 0966

**CANTOR FITZGERALD SECURITIES, as
Administrative Agent**

By: 
Name: James Buccola
Title: Head of Fixed Income



(Jason Group)

[Signature Page to First Lien Trademark Security Agreement]

**TRADEMARK
REEL: 007049 FRAME: 0967**

<u>Owner</u>	<u>Mark</u>	<u>Jurisdiction</u>	<u>Status</u>	<u>App/Reg. No.</u>	<u>App/Reg. Date</u>	<u>License</u>
Milisco, LLC	MILISCO	US	Registered	2,697,697	3/18/2003	
Milisco, LLC	MILWAUKEE SADDLERY	US	Pending (ITU)	88/574,989	8/12/2019	
Milisco, LLC	MILWAUKEE SADDLERY	US	Allowed (ITU)	88/399,807	4/24/2019	
Milisco, LLC	MILWAUKEE SADDLERY COMPANY EST. 1924	US	Pending (ITU)	88/574,998	8/12/2019	
Milisco, LLC	MILWAUKEE SADDLERY COMPANY Est. 1924 Logo	US	Allowed (ITU)	88/399,801	4/24/2019	
Milisco, LLC	VERSACOMPACT	US	Registered	5,266,290	8/15/2017	
Milisco, LLC	VERSACOMPACT	Madrid Protocol	Registered	1 248 866	11/17/2014	
Milisco, LLC	VERSAMAX	US	Registered	5,535,997	8/7/2018	
Milisco, LLC	VERSAMAX	Madrid Protocol	Registered	1 247 435	11/17/2014	
Milisco, LLC	VERSAPREMIUM	US	Registered	5,535,998	8/7/2018	
Milisco, LLC	VERSAPREMIUM	Madrid Protocol	Registered	1 248 867	11/17/2014	
Milisco, LLC	VERSASTYLE	Madrid Protocol	Registered	1 248 868	11/17/2014	
Osborn, LLC	ARTAB	US	Registered	0,408,273	8/1/1944	
Osborn, LLC	BELANGER ABRASIVES	US	Registered	3,034,292	12/27/2005	
Osborn, LLC	BELANGER ABRASIVES and Design	US	Registered	3,301,980	10/2/2007	
Osborn, LLC	BLACK DIAMOND	US	Registered	3,123,586	8/1/2006	
Osborn, LLC	BROOMMATE	Mexico	Registered	1474681	8/14/2014	
Osborn, LLC	BROOMMATE	EPO	Registered	12,732,211	8/14/2014	
Osborn, LLC	BUFFING COMPOUNDS FROM MATCHLESS SINCE 1885 and Design	US	Registered	1,735,950	12/1/1992	
Osborn, LLC	BUFFING WHEEL DESIGN	US	Registered	2,100,700	9/30/1997	
Osborn, LLC	BURNS ROUGE	US	Registered	1,374,495	12/10/1985	

<u>Owner</u>	<u>Mark</u>	<u>Jurisdiction</u>	<u>Status</u>	<u>App/Reg. No.</u>	<u>App/Reg. Date</u>	<u>License</u>
Osborn, LLC	COOLBALANCE	US	Registered	3,668,069	8/18/2009	
Osborn, LLC	CORE IN 24	US	Allowed (ITU)	88/326,597	3/5/2019	
Osborn, LLC	DIALUX	Canada	Registered	TMA801,265	7/4/2011	
Osborn, LLC	DIALUX	Mexico	Registered	1197143	1/18/2011	
Osborn, LLC	DIALUX	US	Registered	4,023,610	9/6/2011	
Osborn, LLC	DYNAFLEX	US	Registered	2,808,159	1/27/2004	
Osborn, LLC	EMBRACE THE GRIND	US	Registered	5,493,136	6/12/2018	
Osborn, LLC	ENDURION	US	Registered	0,613,728	10/11/1955	
Osborn, LLC	EZ-FLEX	US	Registered	4,100,987	2/21/2012	
Osborn, LLC	FINISH. FIRST.	Brazil	Pending	840496680	9/4/2018	
Osborn, LLC	FINISH. FIRST.	Brazil	Registered	840496699	2/2/2016	
Osborn, LLC	FINISH. FIRST.	Canada	Pending	998,736	6/11/2018	
Osborn, LLC	FINISH. FIRST.	Mexico	Registered	1402317	10/3/2013	
Osborn, LLC	FINISH. FIRST.	Mexico	Registered	1397178	9/13/2013	
Osborn, LLC	FINISH. FIRST.	US	Registered	5,296,574	9/26/2017	
Osborn, LLC	GREEN EXTRALIFE	US	Registered	2,450,498	5/15/2001	
Osborn, LLC	JACKSONLEA	Brazil	Registered	827141769	11/6/2007	
Osborn, LLC	JACKSONLEA	Brazil	Registered	827141777	11/7/2007	
Osborn, LLC	JACKSONLEA	Brazil	Registered	827140793	11/7/2008	
Osborn, LLC	JACKSONLEA	Brazil	Registered	827141785	11/6/2007	
Osborn, LLC	JACKSONLEA	Canada	Registered	658304	2/8/2006	
Osborn, LLC	JACKSONLEA	China	Registered	4669081	11/14/2008	
Osborn, LLC	JACKSONLEA	US	Registered	4,788,584	8/11/2015	
Osborn, LLC	KEEP ROLLING	US	Allowed	5,514,699	7/10/2018	
Osborn, LLC	LEA	Brazil	Registered	827141807	11/7/2007	
Osborn, LLC	LEA	Brazil	Registered	827141815	11/7/2007	
Osborn, LLC	LEA	Brazil	Registered	827141823	11/7/2007	

<u>Owner</u>	<u>Mark</u>	<u>Jurisdiction</u>	<u>Status</u>	<u>App/Reg. No.</u>	<u>App/Reg. Date</u>	<u>License</u>
Osborn, LLC	LEA	Brazil	Registered	827141831	11/7/2007	
Osborn, LLC	LEA	Canada	Registered	658190	2/7/2006	
Osborn, LLC	LEA	Mexico	Registered	944656	7/26/2006	
Osborn, LLC	LEA	Mexico	Registered	917804	3/30/2006	
Osborn, LLC	LEA	Mexico	Registered	898352	8/31/2005	
Osborn, LLC	LEA	Mexico	Registered	958334	10/19/2006	
Osborn, LLC	LEAROK	US	Registered	2,866,457	7/27/2004	
Osborn, LLC	LIPPRITE	US	Registered	3,220,299	3/20/2007	
Osborn, LLC	LIPPROX	US	Registered	4,333,242	5/14/2013	
Osborn, LLC	LIPPROX	US	Registered	3,814,739	7/6/2010	
Osborn, LLC	LOAD RUNNERS	US	Registered	0,973,349	11/20/1973	
Osborn, LLC	MAGNA-FLEX	Mexico	Registered	791158	5/19/2003	
Osborn, LLC	OSBORN	Brazil	Pending	913,636,060	11/8/2019	
Osborn, LLC	OSBORN	Brazil	Pending	918,636,175	11/8/2019	
Osborn, LLC	OSBORN [in Pentagon?]	Argentina	Registered	1,954,793	10/10/2003	
Osborn, LLC	OSBORN [in Pentagon?]	Argentina	Registered	1,454,790	7/30/1993	
Osborn, LLC	OSBORN [in Pentagon]	Canada	Registered	56304	2/1/1933	
Osborn, LLC	OSBORN [in Pentagon]	Chile	Registered	643324	9/27/2002	
Osborn, LLC	OSBORN [in Pentagon]	Chile	Registered	999170	9/27/2002	
Osborn, LLC	OSBORN [in Pentagon]	Mexico	Registered	92535	1/18/1958	
Osborn, LLC	OSBORN [in Pentagon]	US	Registered	0,569,356	1/20/1953	
Osborn, LLC	OSBORN [in Pentagon]	Venezuela	Registered	127357	11/11/1919	
Osborn, LLC	OSBORN [in Pentagon]	Venezuela	Registered	745621	2/26/1963	
Osborn, LLC	OSBORN [in Pentagon]	Venezuela	Registered	29714-F	6/23/1939	
Osborn, LLC	SACKNER	US	Registered	1,287,833	7/31/1984	
Osborn, LLC	SOFTOOL & Design	US	Registered	1,793,403	9/21/1993	
Osborn, LLC	SOLAR PROTEC & Design	US	Registered	4911390	3/8/2016	
Osborn, LLC	STRAT-O-SHEEN	US	Registered	1039967	5/25/1976	
Osborn, LLC	TUFBRUSH			5,723,079	4/9/2019	

<u>Owner</u>	<u>Mark</u>	<u>Jurisdiction</u>	<u>Status</u>	<u>App/Reg. No.</u>	<u>App/Reg. Date</u>	<u>License</u>
Osborn, LLC	TUFBRUSH	US	Registered			
Osborn, LLC	TUFBRUSH	China	Pending	29,227,896	12/28/2018	
Osborn, LLC	TURBFLY	European Union	Pending	017803354	10/18/2018	
Osborn, LLC	TURBFLY	Madrid Protocol	Registered	1 271 168	7/14/2015	
Osborn, LLC	TURBFLY	US	Registered	5148440	2/28/2017	
Osborn, LLC	TURBFLY Logo	European Community	Registered	014390967	11/5/2015	
Osborn, LLC	ULTRA-GRIT	US	Registered	1,570,671	12/12/1989	
Osborn, LLC	UNI-LOK	US	Registered	1,412,046	10/7/1986	
Osborn, LLC	UNIPOL	US	Registered	3,389,187	2/26/2008	
Osborn, LLC	WHITE DIAMOND	US	Registered	3,123,318	8/1/2006	
Osborn, LLC	XTRASEAL	US	Registered	4,051,773	11/8/2011	
Osborn, LLC	XTRASEAL HT	US	Registered	4,055,003	11/15/2011	