

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM623636

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Utex Industries, Inc.		01/29/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Midcap Financial Trust, as agent		
Street Address:	7255 Woodmont Ave., Suite 200		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	Statutory Trust: DELAWARE		
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:	7036106200		
<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: 7036106100
Email: boxip@hoganlovells.com
Correspondent Name: Greta D. Feldman of Hogan Lovells US LLP
Address Line 1: 8350 Broad Street, 17th Floor
Address Line 2: Attn: Box Intellectual Property
Address Line 4: Tysons, VIRGINIA 22102

NAME OF SUBMITTER:	Greta D. Feldman of Hogan Lovells US LLP
SIGNATURE:	/Greta D. Feldman/
DATE SIGNED:	02/01/2021

Total Attachments: 5

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TRADEMARK SHORT FORM SECURITY AGREEMENT dated as of January 29, 2021, (this “**Agreement**”), among UTEX INDUSTRIES, INC., a Delaware corporation (the “**Grantor**”), and MIDCAP FINANCIAL TRUST, as agent (in such capacity, the “**Agent**”).

Reference is made to (a) the Security Agreement dated as of January 29, 2021 (as amended, supplemented or otherwise modified and/or restated from time to time, the “**Security Agreement**”), among UTEX INDUSTRIES HOLDINGS, LLC, a Delaware limited liability company (“**Holdings**”), the Grantor, the subsidiaries of Holdings from time to time party thereto and the Agent and (b) the ABL Credit Agreement dated as of January 29, 2021 (as amended, supplemented or otherwise modified, refinanced and/or restated from time to time, the “**Credit Agreement**”), by and among the Grantor and each of its direct and indirect Subsidiaries signatory thereto as a Borrower, and any additional borrower that may hereafter be added to the Credit Agreement, Holdings and together with any other entities that become party thereto as a Guarantor and each of their permitted successors and assigns, MIDCAP FINANCIAL TRUST, as Agent, and the financial institutions or other entities from time to time parties thereto as Lenders. The Lenders have agreed to extend credit to the Borrowers 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 to the Borrowers 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, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, 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 Sections 1.2 and 1.3 of the Credit 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 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 applications filed in connection therewith, including registrations and registration applications in the USPTO 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 trademark application prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, 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 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 USPTO. The security interests granted to the Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement. 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. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by facsimile or other electronic transmission), and all of said counterparts taken together shall be deemed to be originals and shall constitute one and the same instrument.

SECTION 5. GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

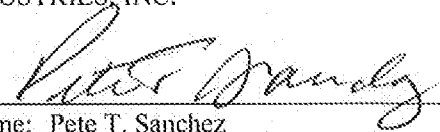
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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

GRANTORS:

UTEX INDUSTRIES, INC.

By:



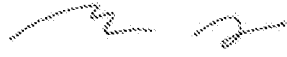
Name: Pete T. Sanchez

Title: Chief Financial Officer, Treasurer &
Secretary

MIDCAP FINANCIAL TRUST,
as Agent

By: Apollo Capital Management, L.P.,
its investment manager

By: Apollo Capital Management GP, LLC,
its general partner

By: 
Name: Maurice Amsellem
Title: Authorized Signatory

Schedule I

United States Trademarks and Trademark Applications

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.

MidCap / Utex / Trademark Security Agreement