

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM636041

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900599030

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Albion Industries, LLC		02/26/2021	Limited Liability Company: DELAWARE
Shepherd Hardware Products LLC		02/26/2021	Limited Liability Company: DELAWARE
Jarvis Caster, LLC		02/26/2021	Limited Liability Company: DELAWARE
Colson Caster, LLC		02/26/2021	Limited Liability Company: DELAWARE
Shepherd Caster, LLC		02/26/2021	Limited Liability Company: DELAWARE
Colson Group Holdings, LLC		02/26/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	MidCap Financial Trust, as Agent
Street Address:	7255 Woodmont Avenue, Suite 300
Internal Address:	c/o MidCap Financial Services, LLC, as Servicer
City:	Bethesda
State/Country:	MARYLAND
Postal Code:	20814
Entity Type:	STATUTORY TRUST: DELAWARE

PROPERTY NUMBERS Total: 54

Property Type	Number	Word Mark
Registration Number:	2872480	MEDCASTER
Registration Number:	3158782	PREVENZ
Registration Number:	1816629	COLSON
Registration Number:	1379091	
Registration Number:	3017275	MEDCASTER
Registration Number:	3222226	X-TRA SOFT
Registration Number:	3290508	TRIONIX
Registration Number:	1871002	HI-TECH PERFORMA

Property Type	Number	Word Mark
Registration Number:	2639480	THERMO
Registration Number:	2896276	POLYKAT
Registration Number:	3615443	KASTERKAT
Registration Number:	0677946	PEMCO
Registration Number:	3623954	TRIUMPH
Registration Number:	1000662	ALBION
Registration Number:	0528794	BASSICK
Registration Number:	1585526	K-WHEEL
Registration Number:	3303611	ENCORE
Registration Number:	0751141	SHEPHERD
Registration Number:	3429988	CONTENDER
Registration Number:	1858357	J
Registration Number:	1645119	TWIN TECH
Registration Number:	3162418	SHOCKMASTER
Registration Number:	2707100	JARVIS
Registration Number:	2666150	COLSON
Registration Number:	2504233	MAXIM
Registration Number:	2632431	CASTER EXPRESS
Registration Number:	2632430	CASTER EXPRESS
Registration Number:	3104920	THERMOTECH
Registration Number:	5403795	FUTURA
Registration Number:	2660840	QUIETKAT
Registration Number:	0750009	FAULTLESS
Registration Number:	1427396	TECH-LOCK
Registration Number:	2469000	ENDURA
Registration Number:	3337091	ENFORCER
Registration Number:	1814696	COLSON
Registration Number:	3224858	X-TREME
Registration Number:	1861818	SLIDE GLIDE
Registration Number:	4884608	COLSON GROUP USA
Registration Number:	1709371	FELTGARD
Registration Number:	1888084	SURFACE GARD
Registration Number:	6049619	DIAMOND
Registration Number:	2095759	WEDGE IT
Registration Number:	3093645	SURFACE GRIP
Registration Number:	5472856	SHEPHERD
Registration Number:	5720555	FELT SO GOOD
Registration Number:	6038799	SMOOTH MOVERS

Property Type	Number	Word Mark
Registration Number:	6159555	MAX EFFICIENCY WHEEL
Registration Number:	0717069	
Registration Number:	2051580	FELT GARD PLUS
Registration Number:	2975386	BEST ON THE FLOOR
Registration Number:	2334363	FELT GARD
Registration Number:	3231543	WONDERLEVEL
Registration Number:	6170389	ROLLING AT THE SPEED OF LIFE
Serial Number:	88809047	STAY PUT SUPER STICKY RUBBER SHEET

CORRESPONDENCE DATA

Fax Number: 6175269899
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: 6175269628
Email: cslattery@proskauer.com
Correspondent Name: Christine Slattery
Address Line 1: Proskauer Rose LLP
Address Line 2: One International Place, 23rd Floor
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	11964 / 341
NAME OF SUBMITTER:	Christine Slattery
SIGNATURE:	/Christine Slattery/
DATE SIGNED:	04/01/2021

Total Attachments: 11

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of February 26, 2021 (this "Agreement"), is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of MIDCAP FINANCIAL TRUST ("MidCap"), as administrative agent (in such capacity, together with its successors and permitted assigns, "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of February 26, 2021 (as the same may be amended, restated, supplemented and/or modified from time to time, the "Credit Agreement"), by and among the Borrower, Holdings, the other Credit Parties party thereto from time to time, the Lenders and the L/C Issuers from time to time party thereto and MidCap, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Secured Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (other than any Excluded Property, but only during such time that such Collateral actually constitutes Excluded Property; provided, however, that if and when any property shall cease to be Excluded Property, a security interest in such Collateral shall be automatically deemed granted therein) (the "Trademark Collateral"):

(a) all of its U.S., Canadian and Australian registered Trademarks referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding the foregoing, no Lien on or security interest in shall be deemed granted in any "intent to use" Trademark applications for which a statement of use has not been filed and accepted with the U.S. Patent and Trademark Office. This Agreement is not to be construed as a sale, transfer, conveyance or other assignment to any Trademark Collateral.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement. In the event of any conflict between the provisions of this Trademark Security Agreement and the provisions of the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Termination. This Agreement shall terminate concurrently with the termination of the Guaranty and Security Agreement.

Section 7. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

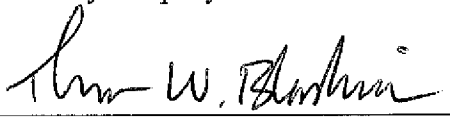
Section 8. Conflict with Other Agreements. In the event of any conflict between this Agreement (or any portion thereof) and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall prevail.

[SIGNATURE PAGES FOLLOW]


IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

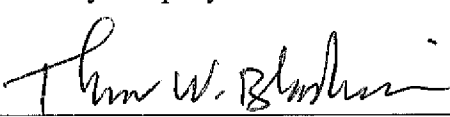
ALBION INDUSTRIES, LLC, a Delaware limited liability company

By: 
Name: Thomas William Blashill
Title: Chief Executive Officer

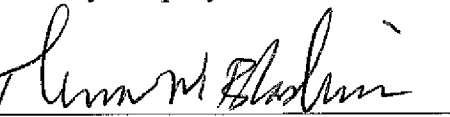
SHEPHERD HARDWARE PRODUCTS LLC, a Delaware limited liability company

By: 
Name: Thomas William Blashill
Title: Chief Executive Officer

JARVIS CASTER, LLC, a Delaware limited liability company

By: 
Name: Thomas William Blashill
Title: Chief Executive Officer

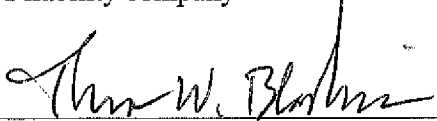
COLSON CASTER, LLC, a Delaware limited liability company

By: 
Name: Thomas William Blashill
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007242 FRAME: 0392

SHEPHERD CASTER, LLC, a Delaware
limited liability company

By: 
Name: Thomas William Blashill
Title: Chief Executive Officer

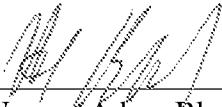
COLSON GROUP HOLDINGS, LLC, a
Delaware limited liability company

By: _____
Name: Adam Blumenthal
Title: Vice President

SHEPHERD CASTER, LLC, a Delaware
limited liability company

By: _____
Name: Thomas William Blashill
Title: Chief Executive Officer

COLSON GROUP HOLDINGS, LLC, a
Delaware limited liability company


By:  _____
Name: Adam Blumenthal
Title: Vice President

AGENT:

MIDCAP FINANCIAL TRUST

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
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

Country	Mark	Filing Date	Application No.	Registration Date	Registration No.	Grantor / Owner
Canada	KASTERKAT	7/7/1983	506504	5/11/1984	TMA290753	Jarvis/Pemco, Inc. ¹
Canada	ENDURA	4/3/2000	1053523	5/31/2002	TMA562886	Colson Caster, LLC
U.S.	MEDCASTER	6/1/2001	78/066843	8/10/2004	2872480	Shepherd Caster LLC
U.S.	PREVENZ	2/3/2006	78/806672	10/17/2006	3158782	Albion Industries, LLC
U.S.	COLSON (stylized and/or with design)(black)	9/28/1992	74/317382	1/18/1994	1816629	Colson Caster, LLC
U.S.	CASTER DESIGN	3/27/1985	73/529044	1/21/1986	1379091	Colson Caster, LLC
U.S.	MEDCASTER (stylized and/or with design)	9/15/2003	78/300582	11/22/2005	3017275	Shepherd Caster LLC
U.S.	X-TRA SOFT	3/28/2006	78/847829	3/27/2007	3222226	Albion Industries, LLC
U.S.	TRIONIX	1/6/2006	78/786639	9/11/2007	3290508	Albion Industries, LLC
U.S.	HI-TECH PERFORMA	12/27/1993	74/473175	1/3/1995	1871002	Colson Caster, LLC
U.S.	THERMO	2/8/2002	76/368463	10/22/2002	2639480	Colson Caster, LLC
U.S.	POLYKAT	3/27/2001	78/055227	10/19/2004	2896276	Jarvis Caster, LLC
U.S.	KASTERKAT	9/24/2008	77/577822	5/5/2009	3615443	Jarvis Caster, LLC

¹ Grantor will file documentation with the Canadian IP Office to update the ownership to Jarvis Caster, LLC.

U.S.	PEMCO	8/4/1958	72/056584	5/5/1959	677946	Jarvis Caster, LLC
U.S.	TRIUMPH	12/11/2007	77/349224	5/19/2009	3623954	Colson Caster, LLC
U.S.	ALBION	2/12/1973	72/448478	12/31/1974	1000662	Albion Industries, LLC
Canada	PEMCO	7/7/1983	506505	3/23/1984	TMA289179	Jarvis/Pemco, Inc. ²
U.S.	BASSICK	3/22/1949	71/575832	8/8/1950	528794	Shepherd Caster, LLC
U.S.	K-WHEEL	5/24/1989	73/802401	3/6/1990	1585526	Albion Industries, LLC
U.S.	ENCORE	3/18/2005	78/590167	10/2/2007	3303611	Colson Caster, LLC
U.S.	SHEPHERD	4/5/1962	72/141654	6/18/1963	751141	Shepherd Caster, LLC
U.S.	CONTENDER	8/7/2007	77/249252	5/20/2008	3429988	Albion Industries, LLC
Canada	COLSON	8/29/2002	1151287	4/30/2004	TMA609069	Colson Caster, LLC
U.S.	J (stylized and/or with design)	1/21/1993	74/350776	10/18/1994	1858357	Jarvis Caster, LLC
U.S.	TWIN TECH	1/29/1990	74/023366	5/21/1991	1645119	Colson Caster, LLC
U.S.	SHOCKMASTER	11/22/2005	78/759533	10/24/2006	3162418	Albion Industries, LLC
U.S.	JARVIS	7/25/2001	78/075540	4/15/2003	2707100	Jarvis Caster, LLC
U.S.	COLSON	12/18/2001	76/350156	12/24/2002	2666150	Colson Caster, LLC
U.S.	MAXIM	12/6/2000	76/176733	11/6/2001	2504233	Colson Caster, LLC
U.S.	CASTER EXPRESS	2/7/2000	75/912002	10/8/2002	2632431	Albion Industries, LLC

² Grantor will file documentation with the Canadian IP Office to update the ownership to Jarvis Caster, LLC.

U.S.	CASTER EXPRESS	2/7/2000	75/912001	10/8/2002	2632430	Albion Industries, LLC
U.S.	THERMOTECH	5/24/2004	78/424141	6/13/2006	3104920	Colson Caster, LLC
U.S.	FUTURA	5/22/2007	77/186859	2/20/2018	5403795	Jarvis Caster, LLC
U.S.	QUIETKAT	2/7/2001	78/047013	12/10/2002	2660840	Jarvis Caster, LLC
U.S.	FAULTLESS & Design	4/16/1962	72/142481	5/28/1963	750009	Albion Industries, LLC
U.S.	TECH-LOCK	5/8/1986	73/597610	2/3/1987	1427396	Colson Caster, LLC
U.S.	ENDURA	10/4/1999	75/814544	7/17/2001	2469000	Colson Caster, LLC
U.S.	ENFORCER	4/17/2006	78/862878	11/13/2007	3337091	Colson Caster, LLC
U.S.	COLSON (stylized and/or with design)(black outline)	9/28/1992	74/317381	1/4/1994	1814696	Colson Caster, LLC
U.S.	X-TREME	5/5/2006	78/877909	4/3/2007	3224858	Albion Industries, LLC
U.S.	SLIDE GLIDE	10/25/1993	74/451019	11/8/1994	1861818	Shepherd Hardware Products, LLC
U.S.	COLSON GROUP USA	4/13/2015	86/595452	1/12/2016	4884608	Colson Group Holdings, LLC
U.S.	FELTGARD	7/23/1990	74/081080	8/18/1992	1709371	Shepherd Hardware Products LLC
U.S.	SURFACE GARD	10/25/1993	74/452218	4/4/1995	1888084	Shepherd Hardware Products, LLC
Canada	PREVENZ	4/27/2006	1299407	4/22/2008	TMA712483	Albion Industries, Inc. ³

³ Grantor will file documentation with the Canadian IP Office to update the ownership to Albion Industries, LLC.

Canada	WONDERLEVEL	11/25/2005	1281710	11/28/2006	TMA677755	Shepherd Hardware Products, LLC
U.S.	DIAMOND	7/26/2019	88/540641	5/5/2020	6049619	Shepherd Hardware Products LLC
U.S.	WEDGE IT	10/3/1995	75/001034	9/9/1997	2095759	Shepherd Hardware Products, LLC
U.S.	SURFACE GRIP	3/8/2004	76/581106	5/16/2006	3093645	Shepherd Hardware Products, LLC
Canada	SLIDE GLIDE	12/17/1993	743646	8/6/1998	TMA498329	Shepherd Hardware Products, LLC
Canada	SHEPHERD	5/1/1965	289119	12/31/1965	TMA143262	Shepherd Products Inc.
Canada	WEDGE IT	5/17/1996	812883	12/12/1997	TMA486961	Shepherd Hardware Products, LLC
Canada	FELT GARD PLUS	5/17/1996	812884	5/29/1998	TMA495550	Shepherd Hardware Products, LLC
U.S.	SHEPHERD	3/24/2017	87/384338	5/22/2018	5472856	Shepherd Hardware Products, LLC
U.S.	FELT SO GOOD	7/31/2018	88/059338	4/9/2019	5720555	Shepherd Hardware Products LLC
U.S.	SMOOTH MOVERS	7/19/2019	88/524101	4/21/2020	6038799	Shepherd Hardware Products LLC
U.S.	MAX EFFICIENCY WHEEL	7/24/2019	88/533195	9/22/2020	6159555	Colson Group Holdings, LLC
Australia	CASTER DESIGN	9/11/1996	717069	9/23/1997	717069	Colson Caster Guangzhou Ltd.
U.S.	FELT GARD PLUS	10/3/1995	75/001035	4/8/1997	2051580	Shepherd Hardware Products, LLC

Canada	BEST ON THE FLOOR	7/2/2004	1223337	4/24/2006	TMA663144	Shepherd Hardware Products, LLC
U.S.	BEST ON THE FLOOR	1/5/2004	76/569614	7/26/2005	2975386	Shepherd Hardware Products, LLC
U.S.	FELT GARD (stylized and/or with design)	4/2/1998	75/460560	3/28/2000	2334363	Shepherd Hardware Products LLC
U.S.	WONDERLEVEL	10/27/2005	78/741933	4/17/2007	3231543	Shepherd Hardware Products, LLC
Canada	SURFACE GARD	11/30/1993	742455	4/19/1996	TMA456548	Shepherd Hardware Products, LLC
Canada	ALBION	1/17/1992	697326	10/8/1993	TMA417854	Albion Industries, Inc. ⁴
Canada	SHOCKMASTER	2/5/1996	803465	9/21/1999	TMA516689	Albion Industries, Inc. ⁵
U.S.	ROLLING AT THE SPEED OF LIFE	4/3/2019	88/369220	10/6/2020	6170389	Colson Group Holdings, LLC
Australia	ROLLING AT THE SPEED OF LIFE	10/24/2019	2060563	9/23/2020	1505174	Colson Group Holdings, LLC

Trademark Applications

Country	Mark / Mark Image	Filing Date	Application No.	Grantor / Owner
U.S.	STAY PUT SUPER STICKY RUBBER SHEET	2/25/2020	88/809047	Shepherd Hardware Products LLC
Canada	ROLLING AT THE SPEED OF LIFE	10/24/2019	2003426	Colson Group Holdings, LLC

⁴ Grantor will file documentation with the Canadian IP Office to update the ownership to Albion Industries, LLC.

⁵ Grantor will file documentation with the Canadian IP Office to update the ownership to Albion Industries, LLC.