

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM638232

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AFC Industries, Inc.		04/09/2021	Corporation: OHIO
RECEIVING PARTY DATA			
Name:	Twin Brook Capital Partners, LLC, as administrative agent		
Street Address:	111 South Wacker Drive, 36th Floor		
Internal Address:	Attention: AFC Account Manager		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	6108874	AF	
Registration Number:	2125310	ACT FAST	
Registration Number:	5523421	VICTORY BOLT AND SPECIALTY	
Registration Number:	4704330	THREADFAST	
Registration Number:	5916468	MASTER STRUT	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Phone:	3127018637		
Email:	IPDocket@mayerbrown.com		
Correspondent Name:	William R. Siegel, Mayer Brown LLP		
Address Line 1:	71 S. Wacker Drive		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	21673343		
NAME OF SUBMITTER:	William R. Siegel		
SIGNATURE:	/william r siegel/		
DATE SIGNED:	04/09/2021		

CH \$140.00 6108874

Total Attachments: 6

source=11. Twin Brook.AFC - IP Security Agreement#page1.tif

source=11. Twin Brook.AFC - IP Security Agreement#page2.tif

source=11. Twin Brook.AFC - IP Security Agreement#page3.tif

source=11. Twin Brook.AFC - IP Security Agreement#page4.tif

source=11. Twin Brook.AFC - IP Security Agreement#page5.tif

source=11. Twin Brook.AFC - IP Security Agreement#page6.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of April 9, 2021 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “Agreement”), is made by the signatory party hereto (the “Grantor”) in favor of Twin Brook Capital Partners, LLC, as administrative agent (the “Agent”) for all Lenders party to the Credit Agreement (as hereafter defined). Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Security Agreement (as hereafter defined).

W I T N E S S E T H

WHEREAS, pursuant to that certain Credit Agreement, dated as of the date hereof, by and among AFC-Dell Holding Corp., a Delaware corporation, as borrower, the Agent and the Lenders (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), the Lenders agreed to make certain loans and extend certain other financial accommodations to or for the benefit of the Grantor; and

WHEREAS, pursuant to the Credit Agreement, the Grantor entered into that certain Guarantee and Collateral Agreement, dated as of the date hereof (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), pursuant to which the Grantor granted to the Agent a continuing security interest in, among other Collateral, certain Trademarks and Patents of the Grantor and agreed to execute this Agreement for recording with the United States Patent and Trademark Office (the “USPTO”) and any other appropriate Governmental Authorities.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

Section 1 Incorporation of Security Agreement and Credit Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of the security interest herein with the USPTO. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Security Agreement. The Credit Agreement and the Security Agreement and the provisions thereof are hereby incorporated herein in their entirety by this reference thereto and the security interest granted herein to the Agent is expressly subject to the terms and conditions thereof. 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 2 Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges, assigns and grants to the Agent, on behalf of and for the ratable benefit of the Secured Parties, a security interest in all of its right, title and interest in, to and under the Trademarks and Trademark Licenses listed on Schedule A hereto (collectively, the “Trademark Collateral”) to secure the prompt and complete payment and performance of the Secured Obligations. For clarity, no security interest is pledged, assigned or granted in any Excluded Property including, without limitation, “intent-to-use” trademark applications included in the Trademark Collateral for which a statement of use has not been filed and accepted by the USPTO; provided, however,

that upon such filing and acceptance by the USPTO, such “intent-to-use” trademark applications shall be included in the Trademark Collateral and automatically subject to the security interest pledged, assigned and granted herein.

Section 3 Grant of Security Interest in Patent Collateral. The Grantor hereby pledges, assigns and grants to the Agent, on behalf of and for the ratable benefit of the Secured Parties, a security interest in all of its right, title and interest in, to and under the Patents and Patent Licenses listed on Schedule B hereto (collectively, the “Patent Collateral” and together with the Trademark Collateral, collectively, the “IP Collateral”) to secure the prompt and complete payment and performance of the Secured Obligations. For clarity, no security interest is pledged, assigned or granted in any Excluded Property.

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

Section 5 Release and Termination. At the time provided in Section 9.10 of the Credit Agreement or upon the occurrence of an event expressly permitted by, or provided for, in the Credit Agreement or the Security Agreement that would result in the release of all or a portion of the IP Collateral, all or such applicable portion of the IP Collateral shall be automatically released from the Lien created hereby and this Agreement and all obligations (other than those expressly stated to survive such termination) of the Agent and the Grantor hereunder shall automatically terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the IP Collateral shall revert to the Grantor. At the request of the Grantor following any such termination, the Agent shall promptly execute and deliver to the Grantor such documents as the Grantor reasonably requests to evidence such termination.

Section 6 Binding Effect. This Agreement shall be binding upon the successors and assigns of the Grantor and shall inure to the benefit of the Agent and its successors and assigns.

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


Section 8 Counterparts. This 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. Delivery of any executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually executed counterpart of this Agreement.

[signature pages follow]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first above written.

GRANTOR:

AFC INDUSTRIES, INC.

By:  _____
Name: Kevin M. Yamashita
Title: Vice President, Secretary and Treasurer

ACKNOWLEDGED AND AGREED
as of the date first above written:



TWIN BROOK CAPITAL PARTNERS, LLC,
as Agent


By: Drew Guyette (Apr 8, 2021 11:13 CDT)
Name: Drew Guyette
Title: Chief Credit Officer

SCHEDULE A

TRADEMARK REGISTRATIONS AND LICENSES

TRADEMARK REGISTRATIONS

Loan Party	Mark	File No.	Date of Issuance	Jurisdiction
AFC Industries, Inc.		6108874	July 21, 2020	United States
AFC Industries, Inc.		2125310	December 30, 1997	United States
AFC Industries, Inc.	VICTORY BOLT AND SPECIALTY	5523421	July 24, 2018	United States
AFC Industries, Inc.	THREADFAST	4704330	March 17, 2015	United States
AFC Industries, Inc.	Master Strut	5916468	November 19, 2019	United States

TRADEMARK LICENSES

None.

SCHEDULE B

PATENTS AND PATENT LICENSES

PATENTS

Patent No.	Filing Date	Title	Owner	Status
D689,352	December 4, 2012	Socket for a Socket Wrench	AFC Industries, Inc.	Issued
6,928,704	November 14, 2003	Cable Support Apparatus	AFC Industries, Inc.	Issued
7,032,867	November 14, 2003	Cable Clamp	AFC Industries, Inc.	Issued
7,424,791	August 27, 2004	Cable Bracket Apparatus	AFC Industries, Inc.	Issued
7,533,504	July 20, 2004	Cable Mechanism	AFC Industries, Inc.	Issued

PATENT LICENSES

None.