

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM645454

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ARROWHEAD ENGINEERED PRODUCTS, INC.		05/10/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	ARES CAPITAL CORPORATION		
Street Address:	245 PARK AVENUE		
Internal Address:	44TH FLOOR		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	3683891	CENTRI-LUBE	
Registration Number:	3489724	SABRE	
Registration Number:	3985442	SABRE	
Registration Number:	6002817	SABRE	
Registration Number:	6002818	SABRE	
Registration Number:	5570944	SLIPS	
Registration Number:	5570945	SLIPS	
Registration Number:	4250093		
Registration Number:	4250259	TRILINK	
Registration Number:	6008417	TRILINK SAFETY	
Registration Number:	3651616	TRILINK SAW CHAIN	
Registration Number:	3551732	TRILINK SAW CHAIN	
Registration Number:	3715225	TRILINK SAW CHAIN	
Registration Number:	4763721	TRILINK SAW CHAIN	
Registration Number:	5950499	WOODSMAN	
Registration Number:	5521305	WOODSMAN	
CORRESPONDENCE DATA			
TRADEMARK			

CH \$415.00 3683891

Fax Number: 3105572193

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: 310-557-2900

Email: KLATHROP@PROSKAUER.COM

Correspondent Name: PROSKAUER ROSE LLP

Address Line 1: 2029 CENTURY PARK EAST, SUITE 2400

Address Line 2: C/O KIMBERLEY A. LATHROP

Address Line 4: LOS ANGELES, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER:	70578.002
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NAME OF SUBMITTER:	Kimberley A. Lathrop
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SIGNATURE:	/Kimberley A. Lathrop/
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DATE SIGNED:	05/10/2021
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Total Attachments: 7

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FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS FIRST LIEN TRADEMARK SECURITY AGREEMENT, dated as of May 10, 2021, is made by **ARROWHEAD ENGINEERED PRODUCTS, INC.**, a Delaware corporation (the “Grantor”), in favor of Ares Capital Corporation (“Ares”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the First Lien Credit Agreement, dated as November 17, 2020 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrower, Holdings, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and Ares, as Administrative 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, the Grantor has agreed, pursuant to the First Lien Guaranty and Security Agreement of even date herewith in favor of the Administrative Agent (the “Guaranty and Security Agreement”), to guarantee the Guaranteed Obligations of the Borrower; and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this First Lien Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Administrative 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 Borrower thereunder, the Grantor hereby agrees with the Administrative 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. The 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 the Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative 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 the Grantor (collectively, the “Trademark Collateral”):

- (a) all of its Trademarks and all IP Licenses included in the Collateral, including, without limitation, those Trademark registrations and applications 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, for the avoidance of doubt, no Trademark Collateral shall include any Excluded Property.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this First Lien Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees 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 Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict or inconsistency between the Guaranty and Security Agreement and this First Lien Trademark Security Agreement, the applicable terms and provisions of the Guaranty and Security Agreement shall control.

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 their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This First Lien 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. Governing Law. This First Lien 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.

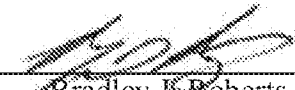
Section 7. Release and Termination. At the time provided in subsection 8.10(b)(iii) of the Credit Agreement or upon the occurrence of an event expressly permitted by, or provided for, in the Credit Agreement or the Guaranty and Security Agreement that would result in the release of all or a portion of the Trademark Collateral, all or such applicable portion of the Trademark 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 Administrative 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 Trademark Collateral shall revert to the Grantor. At the request of the Grantor following any such termination, the Administrative Agent shall promptly execute and deliver to the Grantor

such documents as the Grantor reasonably requests to evidence such termination at the sole cost and expense of Grantor.

[SIGNATURE PAGES FOLLOW]

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

ARROWHEAD ENGINEERED PRODUCTS,
INC., as Grantor

By: 
Name: Bradley J. Roberts
Title: Vice President and Secretary

ACCEPTED AND AGREED
as of the date first above written:

ARES CAPITAL CORPORATION
as Administrative Agent

By: _____
Name:
Title:

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

ARROWHEAD ENGINEERED PRODUCTS,
INC., as Grantor

By: _____
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:

ARES CAPITAL CORPORATION
as Administrative Agent

By:  _____
Name: Mark Affolter
Title: Authorized Signatory

SCHEDULE I
TO
FIRST LIEN TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Mark	Reg. No. Reg. Date	Owner
CENTRI-LUBE	3683891 Sep 15, 2009	Arrowhead Engineered Products, Inc.
SABRE	3489724 Aug 19, 2008	Arrowhead Engineered Products, Inc.
SABRE	3985442 Jun 28, 2011	Arrowhead Engineered Products, Inc.
SABRE	6002817 Mar 3, 2020	Arrowhead Engineered Products, Inc.
SABRE (and design) 	6002818 Mar 3, 2020	Arrowhead Engineered Products, Inc.
SLIPS	5570944 Sep 25, 2018	Arrowhead Engineered Products, Inc.
SLIPS (and design) 	5570945 Sep 25, 2018	Arrowhead Engineered Products, Inc.
Three-Ring Logo 	4250093 Nov 27, 2012	Arrowhead Engineered Products, Inc.
TRILINK	4250259 Nov 27, 2012	Arrowhead Engineered Products, Inc.
TRILINK SAFETY	6008417 Mar 10, 2020	Arrowhead Engineered Products, Inc.
TRILINK SAW CHAIN	3651616 Jul 7, 2009	Arrowhead Engineered Products, Inc.
TRILINK SAW CHAIN	3551732 Dec 23, 2008	Arrowhead Engineered Products, Inc.

Mark	Reg. No. Reg. Date	Owner
TRILINK SAW CHAIN	3715225 Nov 24, 2009	Arrowhead Engineered Products, Inc.
TRILINK SAW CHAIN	4763721 Jun 30, 2015	Arrowhead Engineered Products, Inc.
WOODSMAN	5950499 Dec 31, 2019	Arrowhead Engineered Products, Inc.
WOODSMAN	5521305 Jul 17, 2018	Arrowhead Engineered Products, Inc.

2. TRADEMARK APPLICATIONS

None.