

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM653781

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Industrial, Petroleum and Mining Supplies Limited		06/10/2021	Corporation: ONTARIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Manufacturers and Traders Trust Company		
<b>Street Address:</b>	One M&T Plaza, 345 Main Street		
<b>City:</b>	Buffalo		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	14203		
<b>Entity Type:</b>	Corporation: NEW YORK		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88410864	F	
<b>Serial Number:</b>	88410645	F FORSAFLEX	
<b>Serial Number:</b>	88409455	FORSAFLEX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2028428465		
<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>			
<b>Phone:</b>	202-842-8800		
<b>Email:</b>	dctrademarks@faegredrinker.com		
<b>Correspondent Name:</b>	Jennifer T. Criss		
<b>Address Line 1:</b>	Faegre Drinker Biddle & Reath LLP		
<b>Address Line 2:</b>	1500 K Street, NW, Suite 1100		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>NAME OF SUBMITTER:</b>	ERIN N. THEROUX		
<b>SIGNATURE:</b>	/Erin N. Theroux/		
<b>DATE SIGNED:</b>	06/14/2021		
<b>Total Attachments: 4</b>			
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**UNITED STATES TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) dated as of June 10, 2021 is made by and between MANUFACTURERS AND TRADERS TRUST COMPANY, in its capacity as Administrative Agent (together with its successors and assigns, in such capacity, the “**Lender**”), and Industrial, Petroleum and Mining Supplies Limited, an Ontario corporation (together with its successors and permitted assigns, the “**Grantor**”).

WHEREAS, this Agreement will be filed with the United States Patent and Trademark Office to among other things indicate that Lender is collateral assignee with respect to the Trademarks (as defined herein) listed on Schedule A hereto;

WHEREAS, Grantor is the owner of certain trademarks, including the applications and registrations thereof, together with the goodwill of the business connected with the use of and symbolized by the trademarks and all proceeds thereof, including, without limitation, any and all past, present and future causes of action which may exist by reason of infringement thereof, set forth on Schedule A hereto (collectively, the “**Trademarks**”);

WHEREAS, JGB Intermediate, Inc. and J.G.B. Enterprises, Inc. (collectively, “**Borrowers**”), Lender, and the other parties thereto executed a Credit Agreement, dated as of December 13, 2018 (as amended, restated, amended and restated, modified or supplemented from time to time, including Amendment No. 1 dated as of February 3, 2021, the “**Original Credit Agreement**”), pursuant to which Borrowers granted and agreed to grant to Lender a security interest in certain of its assets to secure obligations owing to Lender and certain other lenders;

WHEREAS, Borrowers and Lender executed Amendment No. 2 to the Credit Agreement, dated as of June 10, 2021 (“**Amendment No. 2**” and, with the Original Credit Agreement, the “**Credit Agreement**”), to permit the Acquisition (as defined in Amendment No. 2) pursuant to which Borrowers acquired Grantor, as the surviving amalgamated corporation, as such Acquisition is set forth in the Acquisition Agreement (as defined in Amendment No. 2); and

WHEREAS, pursuant to Amendment No. 2, Borrowers granted and agreed to grant to Lender a security interest in certain of Grantor’s assets to secure obligations owing to Lender and certain other lenders.


NOW, THEREFORE, for good and valuable consideration, Grantor hereby pledges and grants to Lender a security interest and lien in and to the Trademarks, subject to the terms and conditions of the Credit Agreement.

*[Signature Page to Follow]*

Executed as of the date first above

**GRANTOR:** *Immediately upon the amalgamation of JGB Canada, Inc., an Ontario corporation, and Industrial, Petroleum and Mining Supplies Limited, an Ontario corporation, on the date of this Agreement, the surviving entity (which surviving entity has the name "Industrial, Petroleum and Mining Supplies Limited" and the articles of incorporation and by-laws of JGB Canada Inc.), joins in the execution of this Agreement:*

INDUSTRIAL, PETROLEUM AND MINING SUPPLIES LIMITED

By:  \_\_\_\_\_  
Name: Brendon Biddle  
Title: Vice President

*[Signature Page to United States Trademark Security Agreement (Industrial, Petroleum and Mining Supplies Limited)]*

**TRADEMARK**  
**REEL: 007326 FRAME: 0092**

**LENDER: MANUFACTURERS AND TRADERS  
TRUST COMPANY,**

in its capacity as Administrative Agent





By: \_\_\_\_\_  
Name: Timothy McDevitt  
Title: Vice President

*[Signature Page to United States Trademark Security Agreement (Industrial, Petroleum and Mining Supplies Limited)]*

**TRADEMARK  
REEL: 007326 FRAME: 0093**

**Schedule A**

**Trademarks**

<b>Mark</b>	<b>Ser. No.</b>	<b>Application Date</b>
	88/410,864	2019-05-01
 <b>FORSAFLEX</b>	88/410,645	2019-05-01
<b>FORSAFLEX</b>	88/409,455	2019-04-30