

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM657060

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Shur-Co, LLC		06/30/2021	Limited Liability Company: SOUTH DAKOTA
RECEIVING PARTY DATA			
Name:	Ares Capital Corporation		
Street Address:	245 Park Avenue, 44th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 20			
Property Type	Number	Word Mark	
Registration Number:	5546923	SWAT	
Registration Number:	5531384	SWAT	
Registration Number:	5504134	I AIN'T AFRAID OF NO GUST	
Registration Number:	5322072	GUSTBUSTER	
Registration Number:	5263863	SHURTITE	
Registration Number:	4640594	TRUCKING DEPOT	
Registration Number:	4785226	PROTRAP	
Registration Number:	4557107	VENOM	
Registration Number:	4534508	TRUCKING DEPOT	
Registration Number:	4527744	DONOVAN	
Registration Number:	3060472	MIGHTY MESH	
Registration Number:	3060431	MIGHTY M MESH	
Registration Number:	3711846	PROTRAP	
Registration Number:	3711847	PROTRAP	
Registration Number:	4009876	THE OX	
Registration Number:	2340830	SHUR-MATIC	
Registration Number:	2332313	SHUR-PRO	
Registration Number:	2103202	SHURCO	
Registration Number:	2142070	SHUR-CO.	
TRADEMARK			

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Property Type	Number	Word Mark
Registration Number:	1414882	SHUR-LOK

CORRESPONDENCE DATA

Fax Number:

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: 415-591-1000
Email: TrademarksSF@winston.com
Correspondent Name: Becky Troutman
Address Line 1: 101 California Street
Address Line 4: San Francisco, CALIFORNIA 94111

NAME OF SUBMITTER:	Becky L. Troutman
SIGNATURE:	/Becky L. Troutman/
DATE SIGNED:	06/30/2021

Total Attachments: 5

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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "*Agreement*"), effective as of June 30, 2021, is made by the persons signatory hereto or hereafter made a party hereto (the "*Grantors*" and each a "*Grantor*"), in favor of ARES CAPITAL CORPORATION, a Maryland corporation ("*Ares*"), located at 245 Park Avenue, 44th Floor, New York, NY 10167, as collateral agent acting for the benefit of the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, the "*Collateral Agent*").

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of June 30, 2021 (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), among SHUR-CO HOLDSCO, INC., a Delaware corporation ("*Holdings*"), as a guarantor, SHUR-CO ACQUISITION, INC., a Delaware corporation and a wholly-owned direct subsidiary of Holdings (the "*Borrower*"), Subsidiaries of Holdings signatory thereto as guarantors or hereafter designated as guarantors pursuant to Section 9.10 of the Credit Agreement, the lenders from time to time party thereto (each a "*Lender*" and, collectively, the "*Lenders*"), ARES CAPITAL CORPORATION, a Maryland corporation ("*Ares*"), as administrative agent for the Lenders (in such capacity, together with its successors and permitted assigns in such capacity, the "*Administrative Agent*") and Ares, as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns in such capacity, the "*Collateral Agent*", and together with the Administrative Agent, collectively, the "*Agents*" and each an "*Agent*"), the Lenders have severally agreed to make loans and other financial accommodations to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantors and certain other affiliates of the Grantors have executed and delivered the Security Pledge Agreement, dated as of June 30, 2021, in favor of the Collateral Agent (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "*Security Pledge Agreement*");

WHEREAS, pursuant to the Security Pledge Agreement, each Grantor pledged and granted to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in all of its Intellectual Property constituting Collateral, including the Trademarks set forth on Schedule A hereto; and

WHEREAS, pursuant to the terms of the Security Pledge Agreement and in furtherance thereof, each Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, each Grantor agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

SECTION 1: Definitions. Unless otherwise defined herein, terms defined in the Credit Agreement or the Security Pledge Agreement and used herein shall have the meanings given to them in the Credit Agreement or the Security Pledge Agreement, as applicable.

SECTION 2. Grant of Security Interest. Each Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, Grantor's right, title and interest in, to and under all of the Trademarks owned by such Grantor and constituting Collateral, including, without limitation,

those listed on Schedule A hereto (collectively, the “*Trademark Collateral*”), to the Collateral Agent, for the benefit of the Secured Parties, to secure payment, performance and observance of the Secured Obligations. For the avoidance of doubt, pursuant to the Security Pledge Agreement, it is acknowledged and agreed that any application for a trademark registration that would otherwise be deemed invalidated, cancelled or abandoned due to the grant of a security interest thereon shall not be deemed Collateral or Trademark Collateral unless and until such time as the grant of such security interest will not affect the validity of such application for trademark registration.

SECTION 3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Collateral Agent, for the benefit of the Secured Parties, in connection with the Security Pledge Agreement and is expressly subject to the terms and conditions thereof. The Security Pledge Agreement (and all rights and remedies of the Collateral Agent and the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.


SECTION 4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent and the Secured Parties with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Pledge Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Pledge Agreement, the terms of the Security Pledge Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

SHUR-CO, LLC,
a South Dakota limited liability company,
as a Grantor

By:  _____

Name: Robert Standen

Title: Chief Financial Officer, Treasurer and
Secretary

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007340 FRAME: 0725

ARES CAPITAL CORPORATION,
a Maryland corporation,
as Collateral Agent

By:  _____

Name: Scott Lem

Title: Authorized Signatory

SCHEDULE A

U.S. Trademark Registrations and Applications

Grantor	Trademark	Application No.	Application Date	Registration No.	Registration Date
Shur-Co, LLC	SWAT	87459196	42877	5546923	8/21/2018
Shur-Co, LLC	SWAT	87459204	42877	5531384	7/31/2018
Shur-Co, LLC	I AIN'T AFRAID OF NO GUST	87363039	42802	5504134	6/26/2018
Shur-Co, LLC	GUSTBUSTER	87363013	42802	5322072	10/31/2017
Shur-Co, LLC	SHURTITE	87163253	42620	5263863	8/15/2017
Shur-Co, LLC	TRUCKING DEPOT	86241548	41732	4640594	11/18/2014
Shur-Co, LLC	PROTRAP	86474243	41981	4785226	8/4/2015
Shur-Co, LLC	VENOM	85897638	41372	4557107	6/24/2014
Shur-Co, LLC	TRUCKING DEPOT	85844803	41313	4534508	5/20/2014
Shur-Co, LLC	DONOVAN	85699352	41130	4527744	5/13/2014
Shur-Co, LLC	MIGHTY MESH	78673573	38552	3060472	2/21/2006
Shur-Co, LLC	MIGHTY M MESH	78583438	38420	3060431	2/21/2006
Shur-Co, LLC	PROTRAP	77720356	39926	3711846	11/17/2009
Shur-Co, LLC	PROTRAP	77720359	39926	3711847	11/17/2009
Shur-Co, LLC	THE OX	77741156	39953	4009876	8/9/2011
Shur-Co, LLC	SHUR-MATIC	75671401	36248	2340830	4/11/2000
Shur-Co, LLC	SHUR-PRO	75671402	36248	2332313	3/21/2000
Shur-Co, LLC	SHURCO	75168498	35327	2103202	10/7/1997
Shur-Co, LLC	SHUR-CO.	75168315	35327	2142070	3/10/1998
Shur-Co, LLC	SHUR-LOK	73418765	30400	1414882	10/28/1986