

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM674114

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Monster Tool LLC		09/13/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Varagon Capital Partners Agent, LLC, as Agent		
Street Address:	c/o Alter Domus (US) LLC, 225 W. Washington Street, 9th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Serial Number:	75063494	MONSTER TOOL	
Serial Number:	75064006	THREADMONSTER	
Serial Number:	75064007	MICRO MONSTER	
Serial Number:	75247001	REAM MONSTER	
Serial Number:	75247002	MILL MONSTER	
Serial Number:	75247138	MONSTER MILL	
Serial Number:	75247139	DRILL MONSTER	
Serial Number:	75536838	BURR MONSTER	
Serial Number:	75685738	TOOL MONSTER	
Serial Number:	75685741	METAL MONSTER	
Serial Number:	76068094	DYNAMITE	
Serial Number:	78679519	CARBIDE +	
Serial Number:	78679537	CARBIDE PLUS	
Serial Number:	78680920	MEGA MONSTER	
Serial Number:	85431829	CARBIDE COMPANY	
Serial Number:	87320688	M MONSTER	
Serial Number:	87320700	M	
CORRESPONDENCE DATA			
TRADEMARK			

Fax Number: 3129021061

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: 312-577-8438

Email: raquel.haleem@katten.com

Correspondent Name: Raquel Haleem c/o Katten Muchin Rosenman

Address Line 1: 525 West Monroe Street

Address Line 4: Chicago, ILLINOIS 60661

NAME OF SUBMITTER:	Raquel Haleem
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SIGNATURE:	/Raquel Haleem/
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DATE SIGNED:	09/13/2021
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Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) made as of September 13, 2021, by MONSTER TOOL LLC, a Delaware limited liability company (“**Grantor**”), in favor of Varagon Capital Partners Agent, LLC, in its capacity as Agent for the Lenders (each as defined in the Credit Agreement referenced below) (in such capacity, “**Grantee**”):

W I T N E S S E T H

WHEREAS, Grantor, as a Borrower (together with each other Person who becomes a borrower under the Credit Agreement, collectively, the “**Borrowers**”), the other Loan Parties from time to time party thereto, the financial institutions from time to time party thereto as Lenders and Grantee have entered into that certain Credit Agreement dated as of September 13, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), pursuant to which Grantee and the Lenders have agreed, subject to the terms and conditions thereof, to make certain loans to, and other credit accommodations in favor of, the Borrowers (collectively, the “**Loans**”).

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement dated as of September 13, 2019, by and among Grantee, Grantor and the other Loan Parties from time to time party thereto (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Guarantee and Collateral Agreement**”), Grantor has granted to Grantee, for its benefit and the benefit of the Lenders, a security interest and lien upon substantially all assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Guarantee and Collateral Agreement including registrations and applications therefore), together with the goodwill of the business symbolized by Grantor’s Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by the Borrowers under the Credit Agreement.

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

1. Incorporation of Credit Agreement and Guarantee and Collateral Agreement. This Agreement is entered into pursuant to the Guarantee and Collateral Agreement, the terms and provisions of which, to the extent applicable to Grantor, are hereby incorporated herein in their entirety by this reference thereto. Unless otherwise noted herein, all capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Guarantee and Collateral Agreement. In the event of a conflict between a provision of the Guarantee and Collateral Agreement and a provision of this Agreement, the provision of the Guarantee and Collateral Agreement shall control.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations (as defined in the Credit Agreement), Grantor hereby grants to Grantee, for its benefit and the benefit of the Lenders, and hereby reaffirms its prior grant pursuant to the Guarantee and Collateral Agreement of, a continuing security interest in Grantor’s entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or hereafter created, acquired or arising:

(a) each Trademark listed on Schedule A annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(b) all products and proceeds of the foregoing, including without limitation, any claim

by Grantor against third parties for past, present or future (i) infringement or dilution of each such Trademark, or (ii) injury to the goodwill associated with each such Trademark.

3. Intent-To-Use Trademarks. Notwithstanding the foregoing, the Trademark Collateral shall not include any applications filed with the United States Patent and Trademark Office to register trademarks or service marks on the basis of any Grantor's "intent to use" such trademarks or service marks unless and until such time as the submission and acceptance by the United States Patent and Trademark Office of a "Statement of Use" or "Amendment to Allege Use" for the applicable "intent-to-use" application.

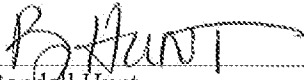
4. Governing Law. This Agreement is made under and governed by the laws of the State of New York applicable to contracts made and to be performed entirely within such State, without regard to conflict of laws principles other than Section 5-1401 and Section 5-1402 of the General Obligations Law of the State of New York.

[Signature Page Follows]

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

MONSTER TOOL LLC, a Delaware limited liability company

By: GWS Tool Holdings, LLC, its Sole Member

By: 
Randall Hunt
President

Agreed and accepted as of
the date first written above:


VARAGON CAPITAL PARTNERS AGENT, LLC,
as Agent


By: Varagon Capital Partners, L.P., as its sole Member

By: 
Name: Terry Robinson
Title: Managing Director

SCHEDULE A

Trademark Registrations

<u>Registered Mark</u>	<u>U.S. Reg. No.</u>	<u>Registration Date</u>	<u>Application Number</u>	<u>Application Date</u>
MONSTER TOOL	2,585,546	June 25, 2002	75063494	February 26, 1996
THREADMONSTER	2,076,482	July 1, 1997	75064006	February 26, 1996
MICRO MONSTER	2,104,142	October 7, 1997	75064007	February 26, 1996
REAM MONSTER	2,229,497	March 2, 1999	75247001	February 24, 1997
MILL MONSTER	2,217,742	January 12, 1999	75247002	February 24, 1997
MONSTER MILL	2,364,849	July 4, 2000	75247138	February 24, 1997
DRILL MONSTER	2,217,743	January 12, 1999	75247139	February 24, 1997
BURR MONSTER	2,301,821	December 21, 1999	75536838	August 17, 1998
TOOL MONSTER	2,343,242	April 18, 2000	75685738	April 16, 1999
METAL MONSTER	2,345,237	April 25, 2000	75685741	April 16, 1999
DYNAMITE	2,545,267	March 5, 2002	76068094	June 12, 2000
CARBIDE +	3,148,118	September 26, 2006	78679519	July 27, 2005
CARBIDE PLUS	3,153,442	October 10, 2006	78679537	July 27, 2005
MEGA MONSTER	3,167,874	November 7, 2006	78680920	July 28, 2005
CARBIDE COMPANY	4,146,355	May 22, 2012	85431829	September 26, 2011
	5,541,863	August 14, 2018	87320688	February 1, 2017

(M MONSTER design)				
 (M design)	5,460,087	May 1, 2018	87320700	February 1, 2017

Trademark Applications

None.