## OP \$565.00 2016484

### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM675573

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Amendment to Security Interest

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
COLEMAN CABLE, LLC		09/16/2021	Limited Liability Company: DELAWARE
SUMNER MANUFACTURING COMPANY, LLC		09/16/2021	Limited Liability Company: DELAWARE
SOUTHWIRE COMPANY, LLC		09/16/2021	Limited Liability Company: DELAWARE
WIIP, INC.		09/16/2021	Corporation: CANADA

### **RECEIVING PARTY DATA**

Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION
Street Address:	1100 Abernathy Road, Suite 1600
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30328
Entity Type:	National Banking Association: UNITED STATES

### **PROPERTY NUMBERS Total: 22**

Property Type	Number	Word Mark	
Registration Number:	2016484	EASYSWITCH	
Registration Number:	5147576	WION	
Registration Number:	5715193	GRASSHOPPER	
Registration Number:	0996726	ROTO-SPLIT	
Registration Number:	1826139	STRIP-ALL	
Registration Number:	5140238	GARVIN	
Registration Number:	5192466	AMERICAN ELITE MOLDING	
Registration Number:	5763778	SOUTHWIRE	
Registration Number:	6185394	SOUTHWIRE	
Registration Number:	6037339	ULTRA-ROD	
Registration Number:	6329012	WE'VE GOT IT MADE IN AMERICA	
Registration Number:	6169727	SOUTHWIRE	
Registration Number:	6130103	SEATEK	
Registration Number:	5691844	SOUNDSATIONAL	

TRADEMARK REEL: 007426 FRAME: 0206

900644435

Property Type	Number	Word Mark
Serial Number:	88862753	SOUTHFLEX96
Serial Number:	90130399	RHINO
Serial Number:	90727753	SIMFAB
Serial Number:	90790737	WE TOOK CONDUIT BENDING TO THE NEXT DEGR
Serial Number:	90298709	POLAR SOLAR
Serial Number:	87557156	SAMM
Serial Number:	87786164	HALO-FLEX
Serial Number:	88581911	ULTRA-G

### 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:** 2023704750

**Email:** ipteam@cogencyglobal.com

Correspondent Name: Joanna McCall

Address Line 1: 1025 Connecticut Ave NW, Suite 712

Address Line 2: Cogency Global Inc.

Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER:	1477070
NAME OF SUBMITTER:	Richard Cline
SIGNATURE:	/Richard Cline/
DATE SIGNED:	09/20/2021

### **Total Attachments: 7**

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### AMENDMENT NUMBER FIVE TO GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This AMENDMENT NUMBER FIVE TO GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS, dated as of September 16, 2021 (this "Amendment"), is delivered pursuant to that certain Grant of Security Interest in Trademark Rights, dated as of February 11, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), among Grantors listed on the signature pages thereof and Grantors thereafter joined as parties thereto (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WELLS FARGO BANK, NATIONAL ASSOCIATION, as collateral agent for the several banks and other financial institutions from time to time parties to the Credit Agreement (in such capacity, together with its successors and assigns in such capacity, the "Collateral Agent"). Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Trademark Security Agreement, which by this reference is incorporated herein.

WHEREAS, Grantors and Collateral Agent are parties to that certain Grant of Security Interest in Trademark Rights, dated as of February 11, 2014 and recorded with the United States Patent and Trademark Office on February 20, 2014 at Reel 5220, Frame 0312, as amended by that certain Amendment Number One to Grant of Security Interest in Trademark Rights, dated as of February 2, 2017 and recorded with the United States Patent and Trademark Office on February 3, 2017 at Reel 5981, Frame 0959, as further amended by that certain Amendment Number Two to Grant of Security Interest in Trademark Rights, dated as of May 17, 2018 and recorded with the United States Patent and Trademark Office on May 17, 2018 at Reel 6387 Frame 0327, as further amended by that certain Amendment Number Three to Grant of Security Interest in Trademark Rights, dated as of May 7, 2019 and recorded with the United States Patent and Trademark Office on June 19, 2019, at Reel 6680 Frame 0240, and as further amended by that certain Amendment Number Four to Grant of Security Interest in Trademark Rights, dated as of October 1, 2020; and

WHEREAS, Grantors and Collateral Agent wish to further amend the Trademark Security Agreement by amending Schedule A to the Trademark Security Agreement to add certain Trademarks to the Collateral, and Grantors and Collateral Agent have agreed to do so.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend the Trademark Security Agreement as follows:

- 1. Grantors and Collateral Agent hereby agree that Schedule A to the Trademark Security Agreement is hereby amended by adding the Collateral listed on Exhibit A attached hereto (the "Additional Trademark Collateral"), which such Additional Trademark Collateral shall be and become part of the Collateral referred to in the Trademark Security Agreement and Schedule A attached thereto and shall secure all Obligations.
- 2. Each Grantor hereby: (a) reaffirms all prior grants of security interests in favor of Collateral Agent in all of such Grantor's right, title, and interest in, to, and under the Collateral identified on Schedule A to the Trademark Security Agreement prior to the effectiveness of this Amendment; (b) grants, assigns, and pledges to Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in all of such Grantor's right, title, and interest in, to, and under the Additional Trademark Collateral identified on Exhibit A attached hereto; (c) represents and warrants that the representations and warranties in the Trademark Security Agreement, as amended by this Amendment, are true and correct in all material respects on and as of the date hereof, as though made on such date; and

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- (d) agrees that the Trademark Security Agreement as amended hereby is and shall remain in full force and effect.
- 3. THE VALIDITY OF THIS AMENDMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.
- 4. This Amendment is a Loan Document. This Amendment may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Amendment. Delivery of an executed counterpart of this Amendment by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Amendment. Any party delivering an executed counterpart of this Amendment by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Amendment but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Amendment.

[SIGNATURE PAGES TO FOLLOW]

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IN WITNESS WHEREOF, the undersigned parties hereto have executed this Amendment by and through their duly authorized officers, as of the day and year first above written.

### **GRANTORS**:

COLEMAN CABLE, LLC WIIP, INC. SUMNER MANUFACTURING COMPANY, LLC

By: Guyton Collian

Name: J. Guyton Cochran, Jr.

Title: Treasurer

SOUTHWIRE COMPANY, LLC

By: Guyton Coduran

Name: J. Guyton Cochran, Jr. Title: Chief Financial Officer

### COLLATERAL AGENT:

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Collateral Agent and Grantee

By:

Name:

Chance Hausler

Title: Director

### EXHIBIT A

## SCHEDULE A

## to TRADEMARK SECURITY AGREEMENT

# U.S. REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

	Serial No.	Reg. No/ Status	Mark	Owner
	74/670992	2016484	EASYSWITCH	Coleman Cable, LLC
	86778351	5147576	WION	WIIP, INC.
	88092398	5715193	GRASSHOPPER	Sumner Manufacturing Company, LLC
	73011178	0996726	ROTO-SPLIT	Southwire Company, LLC
·	74411239	1826139	STRIP-ALL	Southwire Company, LLC
	86901338	5140238	GARVIN	Southwire Company, LLC
	86910230	5192466	AMERICAN ELITE MOLDING	Southwire Company, LLC
	86773167	5763778	SOUTHWIRE	Southwire Company, LLC
·	86835733	6185394	SOUTHWIRE	Southwire Company, LLC
0.	86849528	6037339	ULTRA-ROD	Southwire Company, LLC
1.	86860656	6329012	WE'VE GOT IT MADE IN AMERICA	Southwire Company, LLC

14.	13.	12.
88125553 5691844	88787171 6130103	12. 87653720 6169727
5691844	6130103	6169727
SOUNDSATIONAL	SEATEK	SOUTHWIRE
SOUNDSATIONAL Coleman Cable, LLC included under refiled number.	Southwire Company, LLC abandoned and Re-filed on the 07/07/21 list different #.	Southwire Company, LLC

## APPLICATIONS:

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POLAR SOLAR	WE TOOK CONDUIT BENDING TO THE NEXT DEGREE	OTAL OD	GIME A D	RHINO		SOUTHFLEX96	Mark
US	US	C	116	US		US	Country
Nov 4, 2020	Jun 23, 2021	May 21, 2021	Mar. 21 2021	Aug 21, 2020		Apr 7, 2020	Filing Date
90298709 ITU	90790737 ITU	ITU	ITU	90130399	ITU	88862753	Serial no Reg. no
Coleman Cable, LLC	Southwire Company, LLC	Southware Company, ELEC	Contain Company III	Southwire Company, LLC		Southwire Company, LLC	Owner

RECORDED: 09/20/2021

	110				
Southwire Company, LLC	88581911	Aug 16, 2019	US	ULTRA-G	∞
	ITU				
Southwire Company, LLC	87786164	Feb 6, 2018	US	HALO-FLEX	7.
	ITU				
Southwire Company, LLC	87557156	Aug 4, 2017	US	6. SAMM	6.