

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM679545

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	FIRST LIEN INTELLECTUAL PROPERTY AGREEMENT SUPPLEMENT
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Nationwide Industries, Inc.		10/06/2021	Corporation: FLORIDA
Nationwide TCC Acquisition, LLC		10/06/2021	Limited Liability Company: DELAWARE
The Wolf Organization, LLC		10/06/2021	Limited Liability Company: DELAWARE
Carstin Brands LLC		10/06/2021	Limited Liability Company: DELAWARE
Marbelite Acquisition, LLC		10/06/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	DEUTSCHE BANK AG NEW YORK BRANCH, as Collateral Agent
Street Address:	60 Wall Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10005
Entity Type:	New York Branch of a German Bank: GERMANY

PROPERTY NUMBERS Total: 35

Property Type	Number	Word Mark
Registration Number:	3874783	AQUALATCH
Registration Number:	5507978	ARMORLATCH
Registration Number:	3332583	CORNERSTONE
Registration Number:	4618176	DUALMAG
Registration Number:	2658650	ELIMINATOR
Registration Number:	5508145	GATESHARE
Registration Number:	3327266	KEYSTONE
Registration Number:	5507980	MANTA
Registration Number:	5508141	NAUTILUS
Registration Number:	5508137	ORNAMAG
Registration Number:	3874784	SAFE-ALERT
Registration Number:	5508103	SAFE-NOTCH

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5508136	SHOTGUN
Registration Number:	3183900	THE PROTECTOR
Registration Number:	5508130	ZIP-LATCH
Registration Number:	3033961	ADJUST-A-BODY
Registration Number:	2833934	ADJUST-A-JAW
Registration Number:	3731369	INVISIWARE
Registration Number:	4253841	PULL-LOCK
Registration Number:	4253840	PUSH-LOCK
Registration Number:	6417719	RAILFX
Registration Number:	3731370	ULTRA-TEC
Registration Number:	5858901	COLORWATCH100
Registration Number:	5633831	SMARTSHIELD
Registration Number:	5168024	W
Registration Number:	5313685	W
Registration Number:	5168023	W WOLF HOME PRODUCTS
Registration Number:	4276745	WOLF
Registration Number:	4276746	WOLF
Registration Number:	2163439	WOLF DISTRIBUTING COMPANY LEADER OF THEP
Registration Number:	5168025	WOLF HOME PRODUCTS
Registration Number:	3901472	WOLF LEADER OF THE PACK
Registration Number:	3933491	HYLASTONE
Registration Number:	2081282	ALANTRA
Registration Number:	1065800	MARBELITE

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: 1495432 1L

NAME OF SUBMITTER: Christian Craft

SIGNATURE: /Christian Craft/

DATE SIGNED: 10/07/2021

Total Attachments: 10

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FIRST LIEN INTELLECTUAL PROPERTY AGREEMENT SUPPLEMENT

This **FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT** (this “IP Security Agreement Supplement”), dated October 6, 2021, is made by the Persons listed on the signature page hereof (each, a “Grantor” and collectively, the “Grantors”) in favor of Deutsche Bank AG New York Branch, as collateral agent (the “Collateral Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Park River Holdings, Inc., a Delaware corporation (the “Borrower”) and Park River Intermediate, Inc., a Delaware corporation (“Holdings”) have entered into the First Lien Term Loan Credit Agreement, dated as of December 28, 2020 (as amended, restated, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time, the “Credit Agreement”), with the lenders and financial institutions from time to time party thereto and Deutsche Bank AG New York Branch, as Administrative Agent and Collateral Agent. Capitalized terms defined in the Credit Agreement or in the Security Agreement (as defined below) and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement, as the case may be (and in the event of a conflict, the applicable definition shall be the one given to such term in the Security Agreement).

WHEREAS, pursuant to the Credit Agreement, the Grantors have executed and delivered or otherwise become bound by that certain First Lien Security Agreement, dated as of December 28, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), and that certain First Lien Intellectual Property Security Agreement, dated as of December 28, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”).

WHEREAS, under the terms of the Security Agreement, each Grantor has agreed to grant to the Collateral Agent, for the benefit of the Secured Parties, a security interest in any after-acquired intellectual property collateral of such Grantor and has agreed in connection therewith to execute this IP Security Agreement Supplement for recording with the USPTO and/or the USCO, as applicable.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors agree as follows:

A. Grant of Security. Each Grantor, as collateral security for the prompt and complete payment and performance of the Secured Obligations of such Grantor, hereby grants to the Collateral Agent (and its successors and permitted assigns), for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in and to the following (the “Additional Collateral”):

- a. the Patents set forth in Schedule A hereto;
- b. the Trademarks set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and so long as, the creation of a security interest therein or the assignment thereof would result in the loss of any material rights therein), together with the goodwill symbolized thereby;

c. the Copyrights set forth in Schedule C hereto;

d. all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

e. any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

f. any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Additional Collateral or arising from any of the foregoing; provided that, notwithstanding anything to the contrary contained in the foregoing clauses (a) through (f), the security interest created hereby shall not extend to, and the term "Additional Collateral" shall not include any Excluded Property.

B. Supplement to Security Agreement. Schedule III to the Security Agreement is, effective as of the date hereof, hereby supplemented to add to such Schedule the Additional Collateral.

C. Security for Obligations. The grant of a security interest in the Additional Collateral by the Grantors under this IP Security Agreement Supplement secures the payment of all Secured Obligations of the Grantors now or hereafter existing under or in respect of the Secured Documents (as such Secured Documents may be amended, restated, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)). Without limiting the generality of the foregoing, this IP Security Agreement Supplement secures the payment of all amounts that constitute part of the Secured Obligations that would be owed by the Grantors to any Secured Party under the Secured Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

D. Recordation. The Grantors authorize and request that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks record this IP Security Agreement Supplement.

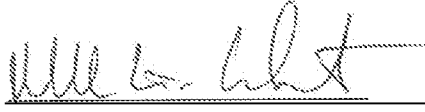
E. Grants, Rights and Remedies. This IP Security Agreement Supplement has been entered into in conjunction with the provisions of the Security Agreement. The Grantors do hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Additional Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement Supplement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

F. Governing Law; Jurisdiction; Etc. SECTION 10.15 (GOVERNING LAW; JURISDICTION), SECTION 10.16 (SERVICE OF PROCESS) AND SECTION 10.17 (WAIVER OF RIGHT TO TRIAL BY JURY) OF THE CREDIT AGREEMENT ARE HEREBY INCORPORATED BY REFERENCE, MUTATIS MUTANDIS.

G. This IP Security Agreement Supplement may be executed in any number of 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. Delivery of an executed signature page of this IP Security Agreement Supplement by facsimile or other electronic transmission (including “.pdf”, “.tif” or similar format) shall be effective as delivery of a manually executed counterpart hereof. The words “execution”, “signed”, “signature”, “delivery” and words of like import in or relating to this IP Security Agreement Supplement shall be deemed to include Electronic Signatures (as defined below), deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be. “Electronic Signatures” means any electronic symbol or process attached to, or associated with, any contract or other record and adopted by a person with the intent to sign, authenticate or accept such contract or record.

IN WITNESS WHEREOF, the Grantors have caused this IP Security Agreement Supplement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

NATIONWIDE INDUSTRIES, INC.,
a Florida corporation
NATIONWIDE TCC ACQUISITION,
LLC,
a Delaware limited liability company
THE WOLF ORGANIZATION, LLC,
a Delaware limited liability company
CARSTIN BRANDS LLC,
a Delaware limited liability company
MARBELITE ACQUISITION, LLC,
a Delaware limited liability company

By: 
Name: Bill White
Title: Treasurer

**Schedule A to the
Intellectual Property Agreement**

U.S. Patents and Patent Applications







Title	Patent # (Issue Date)	Application # (Filing Date)	Jurisdiction	Status	Owner
Baluster Shoe	D544106 (6/5/07)	29/249,976 (10/27/06)	United States	Issued	Nationwide Industries, Inc.
Baluster Shoe	D544107 (6/5/07)	29/249,977 (10/27/06)	United States	Issued	Nationwide Industries, Inc.
Magnetic Latch System	7044511 (5/16/06)	10/971,709 (10/25/04)	United States	Issued	Nationwide Industries, Inc.
Gate Lock Device	7201030 (4/10/07)	10/989,602 (11/17/05)	United States	Issued	Nationwide Industries, Inc.
Stair Rail Assembly	8033530 (10/11/11)	11/969,548 (1/04/08)	United States	Issued	Nationwide Industries, Inc.
Cable Cleat System	8065843 (11/29/11)	12/033,650 (2/19/08)	United States	Issued	Nationwide Industries, Inc.
Dual Cam Magnetic Latch System	8256806 (9/4/12)	12/410,060 (3/24/09)	United States	Issued	Nationwide Industries, Inc.
Magnetic Gate Latch Device	8376421 (2/19/13)	12/658534 (2/8/2010)	United States	Issued	Nationwide Industries, Inc.
Gate Latch	8646815 (2/11/14)	12/621,080 (11/18/09)	United States	Issued	Nationwide Industries, Inc.
Gate Closer	9290978 (3/22/16)	13/999,489 (3/4/14)	United States	Issued	Nationwide Industries, Inc.
Gate Latch	9303435 (4/5/16)	13/815,261 (2/14/2013)	United States	Issued	Nationwide Industries, Inc.
Adjustable Hinge	9803408 (10/31/17)	14/756,045 (7/24/2015)	United States	Issued	Nationwide Industries, Inc.
Dual Action Gravity Latch	9803396 (10/31/17)	14/757,118 (11/20/15)	United States	Issued	Nationwide Industries, Inc.
Magnetic Gate Latch	9631406 (4/25/17)	15/154,006 (5/13/16)	United States	Issued	Nationwide Industries, Inc.
Trolley and Track	9879457 (1/30/18)	14/614,949 (2/5/15)	United States	Issued	Nationwide Industries, Inc.
Spring Hinge	D624388 (9/28/10)	29/318,105 (5/13/08)	United States	Issued	Nationwide Industries, Inc.
Corner Strengthening Brace for a Fence	D687972 (8/13/13)	29/411,744 (1/25/12)	United States	Issued	Nationwide Industries, Inc.
Magnetic Gate Latch	D701104 (3/18/14)	29/444,811 (2/4/13)	United States	Issued	Nationwide Industries, Inc.

Title	Patent # (Issue Date)	Application # (Filing Date)	Jurisdiction	Status	Owner
Spring Hinge	D728344 (5/5/15)	29/486,775 (4/2/14)	United States	Issued	Nationwide Industries, Inc.
Protective Cover	D737115 (8/25/15)	29/493,189 (6/6/14)	United States	Issued	Nationwide Industries, Inc.
Roller Bearing	D754531 (4/26/16)	29/495,469 (7/1/14)	United States	Issued	Nationwide Industries, Inc.
Extruded Track with Caster Wheels for Suspending Movable Gates	D755041 (5/3/16)	29/516,744 (2/5/15)	United States	Issued	Nationwide Industries, Inc.
Extruded Track with Caster Wheels for Suspending Movable Gates	D811204 (2/27/18)	29/555,750 (2/24/16)	United States	Issued	Nationwide Industries, Inc.
Adjustable Spring Hinge	D817146 (5/8/18)	29/576,275 (9/1/16)	United States	Issued	Nationwide Industries, Inc.
Gate Latch Assembly	10273719 (4/30/19)	15/330,630 (10/19/16)	United States	Issued	Nationwide Industries, Inc.
Gate Latch	10227795 (3/12/19)	14/730,724 (6/4/15)	United States	Issued	Nationwide Industries, Inc.
Adjustable Spring Hinge and Gate	10329819 (6/25/19)	15/693,048 (8/31/17)	United States	Issued	Nationwide Industries, Inc.
Roll Gate Track Guide	10513868 (12/24/19)	15/731,611 (7/10/17)	United States	Issued	Nationwide Industries, Inc.
Gravity Latch	10590680 (3/17/20)	15/330,121 (8/10/16)	United States	Issued	Nationwide Industries, Inc.
Electronic gate latch system	--	63/204,998 (11/6/20)	United States	Unpublished Provisional Application	Nationwide Industries, Inc.
A Keyless Gate Latch	--	16/873,473 (4/17/20)	United States	Unpublished Application filed	Nationwide Industries, Inc.
Self-closing adjustable tension spring hinge	--	16/873,555 (5/1/20)	United States	Unpublished Application filed	Nationwide Industries, Inc.
Double lock dual action gravity latch	--	16/350,561 (12/3/18)	United States	Pending (Unpublished)	Nationwide Industries, Inc.
Double Latch Dual Action Gravity Latch	--	63/204,636 (10/16/20)	United States	Unpublished Provisional Application	Nationwide Industries, Inc.
Horizontal Rod Concept 1	--	17/207,513 (3/19/21)	United States	Pending (Unpublished)	Nationwide TCC Acquisition, LLC



**Schedule B to the
Intellectual Property Agreement**

U.S. Trademark Registrations and Applications

Mark	Registration # (Registration Date)	Application # (Filing Date)	Jurisdiction	Status	Owner
Aqualatch	3874783 (11/9/10)	77887321 (12/7/09)	United States	Registered (Renewed)	Nationwide Industries, Inc.
ArmorLatch	5507978 (7/3/18)	87697926 (11/27/17)	United States	Registered	Nationwide Industries, Inc.
Cornerstone	3332583 (11/6/07)	78880771 (5/10/06)	United States	Registered (Renewed)	Nationwide Industries, Inc.
DUALMAG	4618176 (10/7/14)	85852611 (2/18/13)	United States	Registered	Nationwide Industries, Inc.
Eliminator	2658650 (12/10/02)	76298112 (8/13/01)	United States	Registered (Renewed)	Nationwide Industries, Inc.
GateShare	5508145 (7/3/18)	87699713 (11/28/17)	United States	Registered	Nationwide Industries, Inc.
Keystone	3327266 (10/30/07)	78808150 (2/6/06)	United States	Registered (Renewed)	Nationwide Industries, Inc.
MANTA	5507980 (7/3/18)	87697958 (11/27/17)	United States	Registered	Nationwide Industries, Inc.
Nautilus	5508141 (7/3/18)	87699688 (11/28/17)	United States	Registered	Nationwide Industries, Inc.
OrnaMAG	5508137 (7/3/18)	87699671 (11/28/17)	United States	Registered	Nationwide Industries, Inc.
Safe-Alert	3874784 (11/9/10)	77887335 (12/7/09)	United States	Registered (Renewed)	Nationwide Industries, Inc.
SAFE-NOTCH	5508103 (7/3/18)	87699083 (11/28/17)	United States	Registered	Nationwide Industries, Inc.
Shotgun	5508136 (7/3/18)	87699651 (11/28/17)	United States	Registered	Nationwide Industries, Inc.
The Protector	3183900 (12/12/06)	78846593 (3/27/06)	United States	Registered (Renewed)	Nationwide Industries, Inc.
Zip-Latch	5508130 (7/3/18)	87699561 (11/28/17)	United States	Registered	Nationwide Industries, Inc.
Adjust-a-Body	3033961 (12/27/05)	76619322 (11/4/04)	United States	Registered (Renewed)	Nationwide TCC Acquisition, LLC
Adjust-a-Jaw	2833934 (4/20/04)	76491005 (2/19/03)	United States	Registered (Renewed)	Nationwide TCC Acquisition, LLC
Invisiware	3731369	77752602	United States	Registered	Nationwide TCC

Mark	Registration # (Registration Date)	Application # (Filing Date)	Jurisdiction	Status	Owner
	(12/29/09)	(6/4/09)		(Renewed)	Acquisition, LLC
Pull-Lock	4253841 (12/4/12)	85603486 (4/20/12)	United States	Registered	Nationwide TCC Acquisition, LLC
Push-Lock	4253840 (12/4/12)	85603483 (4/20/12)	United States	Registered	Nationwide TCC Acquisition, LLC
RailFX	6417719 (7/13/21)	90269348 (10/21/20)	United States	Registered	Nationwide TCC Acquisition, LLC ¹
Ultra-tec	3731370 (12/29/09)	77752607 (6/4/09)	United States	Registered (Renewed)	Nationwide TCC Acquisition, LLC
ColorWatch100	5858901 (9/10/19)	88217491 (12/5/18)	United States	Registered	The Wolf Organization, LLC
SMARTSHIELD	5633831 (12/18/18)	87531749 (7/18/17)	United States	Registered	The Wolf Organization, LLC
W and Design 	5168024 (3/21/17)	86916165 (2/23/16)	United States	Registered	The Wolf Organization, LLC
W and Design 	5313685 (10/17/17)	87312010 (1/24/17)	United States	Registered	The Wolf Organization, LLC
W Wolf HOME PRODUCTS and Design 	5168023 (3/21/17)	86916153 (2/23/16)	United States	Registered	The Wolf Organization, LLC
Wolf and Design 	4276745 (1/15/13)	85437587 (10/3/11)	United States	Registered	The Wolf Organization, LLC
Wolf and Design 	4276746 (1/15/13)	85437600 (10/3/11)	United States	Registered	The Wolf Organization, LLC
Wolf DISTRIBUTING COMPANY LEADER OF THE PACK and Design 	2163439 (6/9/98)	75202834 (11/22/96)	United States	Registered (Renewed)	The Wolf Organization, LLC
Wolf HOME	5168025	86916172	United States	Registered	The Wolf

¹ Title update to Nationwide TCC Acquisition, LLC is in process.

Mark	Registration # (Registration Date)	Application # (Filing Date)	Jurisdiction	Status	Owner
PRODUCTS	(3/21/17)	(2/23/16)			Organization, LLC
Wolf LEADER OF THE PACK and Design 	3901472 (1/4/11)	77794115 (7/31/09)	United States	Registered (Renewed)	The Wolf Organization, LLC
HYLASTONE and Design 	3933491 (3/22/11)	77913071 (1/15/10)	United States	Registered	Carstin Brands Inc. ²
ALANTRA	2081282 (7/22/97)	75119971 (6/17/96)	United States	Registered (Renewed)	Carstin Brands LLC
MARBELITE	1065800 (5/17/77)	73048830 (4/8/75)	United States	Registered (Renewed)	Marbelite Acquisition, LLC

² Company has indicated that trademark registration will be allowed to lapse.

**Schedule C to the
Intellectual Property Agreement**

U.S. Copyright Registrations

No.	Title	Registration Number	Registration Date	Registrant
1.	Wolf.	VA0001963497	27-Jul-2015	The Wolf Organization, LLC ³

³ Title update to The Wolf Organization, LLC is in process.