

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM679859

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	First Amendment to Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
McAlpin Industries Inc.		10/08/2021	Corporation: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Keybank National Association		
<b>Street Address:</b>	127 Public Square		
<b>City:</b>	Cleveland		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	44114		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2537821	MCALPIN INDUSTRIES	
<b>Registration Number:</b>	5895875	M MCALPIN INDUSTRIES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2025339099		
<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>	2024678800		
<b>Email:</b>	kdhoover@vorys.com		
<b>Correspondent Name:</b>	Vorys, Sater, Seymour and Pease LLP		
<b>Address Line 1:</b>	Attn: Laura T. Geyer		
<b>Address Line 2:</b>	P.O. Box 2255 - IPLAW@ VORYS		
<b>Address Line 4:</b>	Columbus, OHIO 43216-2255		
<b>ATTORNEY DOCKET NUMBER:</b>	068538-000258		
<b>NAME OF SUBMITTER:</b>	Kimberly Hoover		
<b>SIGNATURE:</b>	/Kimberly Hoover/		
<b>DATE SIGNED:</b>	10/08/2021		
<b>Total Attachments: 5</b>			
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**FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT**

THIS FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT (this “Amendment”), dated as of October 8, 2021 (the “Effective Date”), is entered into by and between **McALPIN INDUSTRIES INC.**, a New York corporation (“Debtor”) and **KEYBANK NATIONAL ASSOCIATION**, a national banking association (“Secured Party”). Debtor and Secured Party hereby agree as follows:

**Preliminary Statements**

**A.** Debtor and Secured Party have entered into that certain Trademark Security Agreement dated as of October 12, 2018 which was recorded with the U.S. Patent and Trademark Office on October 19, 2018 at Reel 6461, Frame 0607 (as heretofore amended, restated, supplemented, modified or otherwise revised from time to time, the “Security Agreement”). Capitalized terms used but not defined herein shall have the meanings assigned to them in the Security Agreement.

**B.** Concurrently herewith, Debtor, its affiliate, OBI, LLC, a New York limited liability company, as Guarantor, and Secured Party are entering into an Amended and Restated Credit and Security Agreement dated as of the Effective Date and, in connection therewith, desire to amend the Security Agreement.

**C.** Debtor and Secured Party desire to make certain amendments to the Security Agreement, as set forth herein.

**Statement of Agreement**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Secured Party and Debtor hereby agree as follows:

**1. Amendment to Security Agreement.** Schedule I to the Security Agreement is hereby amended and restated in its entirety and replaced with Schedule I attached hereto.

**2. Continuing Effect of Security Agreement; Reaffirmation of Security.** Except as expressly amended hereby, all of the provisions of the Security Agreement are ratified and confirmed and remain in full force and effect. Debtor hereby expressly intends that this Amendment shall not in any manner replace, impair, or extinguish the creation, attachment, perfection or priority of the security interest and other Liens on the Trademark Collateral granted pursuant to the Security Agreement. Without limiting the generality of the foregoing, Debtor ratifies and reaffirms any and all grants of Liens to Secured Party on the Trademark Collateral as security for the Secured Obligations, and Debtor acknowledges and confirms that the grants of such Liens to Secured Party on the Trademark Collateral: (i) represent continuing Liens on all of the Trademark Collateral, (ii) secure all of the Secured Obligations, and (iii) represent valid, first and best Liens on all of the Trademark Collateral except to the extent of any Permitted Encumbrances.

**3. One Agreement; References; Electronic Signature.** The Security Agreement, as amended by this Amendment, will be construed as one agreement. Any reference in any of the Loan Documents to the Security Agreement will be deemed to be a reference to the Security Agreement as amended by

this Amendment. This Amendment may be signed by facsimile signatures or other electronic delivery of an image file reflecting the execution hereof, and, if so signed: (a) may be relied on by each party as if the document were a manually signed original and (b) will be binding on each party for all purposes.

4. **Captions; Counterparts.** The headings to the Sections of this Amendment have been inserted for convenience of reference only and shall in no way modify or restrict any provisions hereof or be used to construe any such provisions. This Amendment may be executed in multiple counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument.

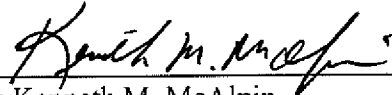
5. **Governing Law.** All rights and liabilities hereunder shall be governed and limited by and construed in accordance with the local laws of the State of New York (without regard to New York conflicts of law principles).

[Signature Page Follows]

IN WITNESS WHEREOF, the Secured Party and Debtor, intending to be legally bound, have executed and delivered this Amendment by their duly authorized officers as of the Effective Date.

**DEBTOR:**

**McALPIN INDUSTRIES INC.**

By:   
Name: Kenneth M. McAlpin  
Title: President

**SECURED PARTY:**

**KEYBANK NATIONAL ASSOCIATION**

By: \_\_\_\_\_  
Name: Andrew Blickensderfer  
Title: Vice President

IN WITNESS WHEREOF, the Secured Party and Debtor, intending to be legally bound, have executed and delivered this Amendment by their duly authorized officers as of the Effective Date.

**DEBTOR:**

**McALPIN INDUSTRIES INC.**

By: \_\_\_\_\_  
Name: Kenneth M. McAlpin  
Title: President

**SECURED PARTY:**


**KEYBANK NATIONAL ASSOCIATION**

By: Andrew Blickensderfer  
Name: Andrew Blickensderfer  
Title: Vice President

**SCHEDULE I**

**TRADEMARKS AND TRADEMARK LICENSES**

Registered U.S. Trademarks

<b>Ref</b>	<b>Mark</b>	<b>Serial Number</b>	<b>Registration Number</b>	<b>Registration Date</b>
1	"McAlpin Industries"	76051761	2537821	2/12/2002
2		88388150	5895875	10/29/2019

State Trademarks: None

International Registrations: None

Trademark Licenses and Trademark License Rights: None

Service Mark: None