

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM685511

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ToolsGroup B.V.		11/03/2021	Besloten Vennootschap (B.V.): NETHERLANDS
ToolsGroup, Inc.		11/03/2021	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Silicon Valley Bank, as administrative agent and collateral agent
Street Address:	3003 Tasman Drive
City:	Santa Clara
State/Country:	CALIFORNIA
Postal Code:	95054
Entity Type:	Corporation: CALIFORNIA

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	3133362	JUSTENOUGH
Registration Number:	6466197	BEREADY
Registration Number:	5916249	TOOLSGROUP
Registration Number:	5933405	
Registration Number:	6504842	THE SUPPLY CHANGER
Registration Number:	5402245	SERVISTAT
Registration Number:	4865619	TOOLSGROUP
Serial Number:	90056988	SO99+

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: Jennifer Tindie

Address Line 1: 1025 Connecticut Ave., NW, Suite 712

Address Line 2: COGENY GLOBAL INC.

Address Line 4: Washington, D.C. 20036

OP \$215.00 3133362

ATTORNEY DOCKET NUMBER:	1518765
NAME OF SUBMITTER:	Diane Giacomozzi
SIGNATURE:	/Diane Giacomozzi/
DATE SIGNED:	11/03/2021

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “*Agreement*”) is entered into as of November 3, 2021, by and among ToolsGroup B.V., a private limited liability company (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated under the laws of the Netherlands (“*Euro Borrower*”), ToolsGroup, Inc., a Delaware corporation (as “*U.S. Borrower*” and together with Euro Borrower, collectively, the “*Borrower*”, each a “*Grantor*”, and collectively the “*Grantors*”), and SILICON VALLEY BANK (“*SVB*”), as administrative agent and collateral agent for the Lenders (as defined below) (together with its successors and assigns, in such capacities, the “*Administrative Agent*”).

RECITALS

A. The Administrative Agent, the Lenders and the other Secured Parties have agreed to make certain advances of money and to extend certain financial accommodations to Borrower (the “*Loans*”) in the amounts and manner set forth in that certain Credit Agreement, dated as of November 3, 2021, by and among **TOOLSGROUP INTERMEDIATE HOLDCO, B.V.**, a private limited company incorporated under the laws of the Netherlands (as “*Parent Guarantor*”), Borrower, the several banks and other financial institutions or entities from time to time parties thereto (the “*Lenders*”), the Administrative Agent, SVB as issuing lender, swingline lender and joint lead arranger, and **SVB INNOVATION CREDIT FUND VII, L.P.** (“*SVB Credit*”), as joint lead arranger (as amended, restated, amended and restated, supplemented, restructured or otherwise modified from time to time, the “*Credit Agreement*”). Unless otherwise specified, capitalized terms used herein are used as defined in the Credit Agreement or the Guarantee and Collateral Agreement (as defined below), as applicable.

B. In consideration of the agreement by the Administrative Agent, the Lenders and the other Secured Parties to make the Loans to Borrower under the Credit Agreement, Parent Guarantor and the Grantors have entered into that certain Guarantee and Collateral Agreement in favor of the Administrative Agent, dated as of even date herewith (as the same may be amended, modified or supplemented from time to time, the “*Guarantee and Collateral Agreement*”).

C. The Secured Parties are willing to make the Loans to Borrower, but only upon the condition, among others, that the Loan Parties shall grant to the Administrative Agent, for the benefit of the Secured Parties, a security interest in certain Copyrights, Trademarks, and Patents (in each case, as defined in the Guarantee and Collateral Agreement) to secure the Obligations of Parent Guarantor and the Grantors under the Credit Agreement, the Guarantee and Collateral Agreement and the other Loan Documents.

D. Pursuant to the terms of the Credit Agreement and the Guarantee and Collateral Agreement, each Grantor has granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of the Obligations, each Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its Obligations under the Credit Agreement, the Guarantee and Collateral Agreement and the other Loan Documents, each Grantor grants and pledges to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents, and Trademarks listed on Exhibits A, B, and C hereto, respectively), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits) and goodwill associated therewith, the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof; provided that, notwithstanding the foregoing, the security interests created by this Intellectual Property Security Agreement shall not extend to, and the term "Collateral" (including all of the individual items comprising Collateral) shall not include, any Excluded Assets.

This security interest is granted in conjunction with the security interest granted to the Administrative Agent, for the benefit of the Secured Parties, under the Guarantee and Collateral Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Intellectual Property collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between any provision of the Guarantee and Collateral Agreement and any provision of this Intellectual Property Security Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

This Intellectual Property Security Agreement may be executed by one or more of the parties to this Intellectual Property Security Agreement on any number of separate counterparts (including by facsimile and/or electronic mail), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE INTERNAL LAWS (AND NOT THE CONFLICT OF LAW RULES) OF THE STATE OF NEW YORK.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

TOOLSGROUP B.V., a private limited liability company (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated under the laws of the Netherlands

By: 

Name: Yoseph D. Shamir

Title: Director as authorised signatory

TOOLSGROUP, INC., a Delaware corporation

By: 

Name: Yoseph D. Shamir

Title: President

TRADEMARK

REEL: 007482 FRAME: 0333

ADMINISTRATIVE AGENT:

SILICON VALLEY BANK

By: Jonathan Wolfert
Name: Jonathan Wolfert
Title: Director

TRADEMARK

REEL: 007482 FRAME: 0334

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

None.

EXHIBIT C

Trademarks

Registered Trademarks:

<u>Loan Party</u>	<u>Mark</u>	<u>Jurisdiction</u>	<u>App. No./ Date</u>	<u>Reg. No./ Date</u>	<u>Status</u>
ToolsGroup B.V.	JUSTENOUGH	USA	76049007 16-MAY-2000	3133362 22-AUG-2006	Registered
ToolsGroup B.V.	BEREADY	USA	88770689 23-JAN-2020	6466197 31-AUG-2021	Registered
ToolsGroup B.V.	TOOLSGROUP (Design) 	USA	88112292 11-SEP-2018	5916249 19-NOV-2019	Registered
ToolsGroup B.V.	Design Only 	USA	88112305 11-SEP-2018	5933405 10-DEC-2019	Registered
ToolsGroup B.V.	THE SUPPLY CHANGER	USA	87868279 09-APR-2018	6504842 05-OCT-2021	Registered
ToolsGroup B.V.	SERVISTAT	USA	86964277 05-APR-2016	5402245 13-FEB-2018	Registered
ToolsGroup B.V.	TOOLSGROUP	USA	86486454 19-DEC-2014	4865619 08-DEC-2015	Registered

Trademark Applications:

<u>Loan Party</u>	<u>Mark</u>	<u>Jurisdiction</u>	<u>App. No./ Date</u>	<u>Reg. No./ Date</u>	<u>Status</u>
ToolsGroup B.V.	SO99+	USA	90056988 16-JUL-2020	--	Pending