

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM687972

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
M. HOLLAND COMPANY		11/12/2021	Corporation: ILLINOIS
RECEIVING PARTY DATA			
Name:	WELLS FARGO CAPITAL FINANCE, LLC		
Street Address:	10 S. Wacker Drive, 13th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	88956493	MTEGRITY PLUS	
Serial Number:	88956488	MH RESOLUTE	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	kareem.ansley@blankrome.com		
Correspondent Name:	KAREEM ANSLEY		
Address Line 1:	BLANK ROME LLP		
Address Line 2:	717 TEXAS AVENUE		
Address Line 4:	HOUSTON, TEXAS 77002		
ATTORNEY DOCKET NUMBER:	155656-01212		
NAME OF SUBMITTER:	KAREEM ANSLEY		
SIGNATURE:	/KAREEM ANSLEY/		
DATE SIGNED:	11/14/2021		
Total Attachments: 6			
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AMENDMENT NO. 2 TO TRADEMARK SECURITY AGREEMENT

This AMENDMENT NO. 2 TO TRADEMARK SECURITY AGREEMENT (this "Amendment") is made this 12th day of November, 2021, by and among the Grantor listed on the signature page hereof ("Grantor"), and **WELLS FARGO CAPITAL FINANCE, LLC**, a Delaware limited liability company, in its capacity as agent (in such capacity, together with its successors and assigns in such capacity, "Agent") pursuant to the Credit Agreement (as defined below) for each member of the Lender Group and the Bank Product Providers (as each such term is defined in the Credit Agreement).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of April 30, 2012 (as amended by the First Amendment to Credit Agreement, dated as of May 11, 2015, the Second Amendment to Credit Agreement, dated as of June 17, 2015, the Third Amendment to Credit Agreement and Waiver, dated as of April 28, 2016, the Consent and Fourth Amendment, dated as of November 9, 2016, the Fifth Amendment, dated as of October 23, 2017, the Sixth Amendment, dated as of November 9, 2017, the Seventh Amendment, dated as of February 16, 2018, the Eighth Amendment, dated as of July 11, 2018, the Ninth Amendment to Credit Agreement and Waiver, dated as of February 14, 2019, the Tenth Amendment, dated as of December 2, 2019, the Eleventh Amendment, dated as of September 3, 2021, the Twelfth Amendment, dated as of November 5, 2021, and as may hereafter be amended, amended and restated, modified, supplemented, extended, renewed, restated or replaced, the "Credit Agreement") by and among M. Holland Company (as successor by merger with T&T Marketing LLC, "Administrative Borrower"), M. Holland Canada Company ("Canadian Borrower"), M. Holland Export Services LLC ("MHESPR"), M. Holland Puerto Rico LLC ("MHPR" and together with Administrative Borrower, Canadian Borrower and MHESPR, collectively, "Borrowers" and each individually, a "Borrower"), the lenders party thereto as "Lenders", and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, in connection with the Credit Agreement, Grantor executed and delivered to Agent, for the benefit of the Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of April 30, 2012 (as amended, restated, supplemented, or otherwise modified from time to time, the "Security Agreement"), by and among each of the parties listed on the signature pages thereto and those additional entities that thereafter become parties thereto, and Agent; and

WHEREAS, in connection with the Credit Agreement, Grantor executed and delivered to Agent that certain Trademark Security Agreement dated as of April 30, 2012 (as amended by Amendment No. 1 to Trademark Security Agreement (the "First Amendment"), dated as of August 17, 2018, the "Existing Trademark Security Agreement"), by and between Grantor and Agent, pursuant to which Grantor granted to Agent, for the benefit of each member of the Lender Group and each of the Bank Product Providers, a security interest and first priority lien upon the Trademark Collateral (as defined in the Existing Trademark Security Agreement); and

WHEREAS, the Existing Trademark Security Agreement was recorded with the United States Patent and Trademark Office on May 1, 2012, at Reel/Frame 004768/0989; and

WHEREAS, the First Amendment was recorded with the United States Patent and Trademark Office on August 17, 2018, at Reel/Frame 0064160707; and

WHEREAS, the parties hereto desire to amend the Existing Trademark Security Agreement to (a) update, amend and modify the Trademark Collateral to include all of the Trademarks set forth on Exhibit A attached hereto, including, without limitation, the new Trademarks acquired by Grantor since the date of the First Amendment (collectively, the “New Trademark Collateral”), and (b) ratify and confirm all other provisions of the Existing Trademark Security Agreement (as amended by the First Amendment).

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

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Existing Trademark Security Agreement and the Security Agreement or, if not defined therein, in the Credit Agreement, and this Amendment shall be subject to the rules of construction set forth in Section 1.4 of the Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. DEFINITION OF TRADEMARK COLLATERAL. The definition of Trademark Collateral set forth in Section 2 of the Existing Trademark Security Agreement shall be deemed to include, without limitation, the New Trademark Collateral.

3. AMENDMENT. Effective as of the date hereof, Schedule 1 to the Existing Trademark Security Agreement is hereby amended to include the New Trademark Collateral listed on Schedule A attached hereto (in addition to the other Trademark Collateral described in Schedule 1 to the Existing Trademark Security Agreement).

4. COUNTERPARTS. 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.

5. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS AMENDMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE SECURITY

AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

6. EFFECT OF THIS AMENDMENT. This Amendment constitutes the entire agreement of the parties hereto with respect to the subject matter hereof, and supersedes all prior oral or written communications, memoranda, proposals, negotiations, discussions, term sheets and commitments with respect to the subject matter hereof. Except as expressly amended pursuant hereto, no other changes or modifications or waivers to the Existing Trademark Security Agreement are intended or implied, and in all other respects the Existing Trademark Security Agreement is hereby specifically ratified and confirmed by all parties hereto as of the effective date hereof.

[signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed and delivered as of the day and year first above written.

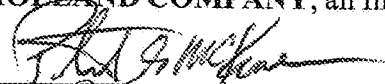
GRANTOR:

M. HOLLAND COMPANY, an Illinois corporation

By: _____

Name: _____

Title: _____



PATRICK G. MCKEAN

CFO

[Signature Page to Amendment No. 2 to Trademark Security Agreement]

[signatures continued from previous page]

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

WELLS FARGO CAPITAL FINANCE, LLC, a
Delaware limited liability company

By: **Laura Wheeland** Digitally signed by Laura Wheeland
Date: 2021.11.12 08:55:16 -06'00'

Name: Laura Wheeland

Title: Authorized Signatory

[Signature Page to Amendment No. 2 to Trademark Security Agreement]

**TRADEMARK
REEL: 007494 FRAME: 0211**

SCHEDULE A
to
AMENDMENT NO. 2 TO TRADEMARK SECURITY AGREEMENT

<u>Grantor</u>	<u>Trademark</u>	<u>Application No.</u>	<u>Filing Date</u>
M. Holland Company	MTEGRITY PLUS	88956493	06/09/2020
M. Holland Company	MH RESOLUTE	88956488	06/09/2020