

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM697803

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
National Chain Company		12/23/2021	Corporation: RHODE ISLAND
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	100 Westminster Street		
Internal Address:	7th Floor		
City:	Providence		
State/Country:	RHODE ISLAND		
Postal Code:	02903		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1454154	NATIONAL CHAIN	
Registration Number:	1479546	N C	
Registration Number:	1479545	N/C	
CORRESPONDENCE DATA			
Fax Number:	8602758299		
<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>			
Phone:	860-275-8285		
Email:	jscheib@rc.com		
Correspondent Name:	Jacqueline P. Scheib		
Address Line 1:	280 Trumbull Street		
Address Line 2:	Robinson & Cole LLP		
Address Line 4:	Hartford, CONNECTICUT 06103		
NAME OF SUBMITTER:	Jacqueline P. Scheib		
SIGNATURE:	/Jacqueline P. Scheib/		
DATE SIGNED:	12/27/2021		
Total Attachments: 9			
source=04. Wells Fargo_National Chain- Executed Intellectual Property Security Agreement#page1.tif			
source=04. Wells Fargo_National Chain- Executed Intellectual Property Security Agreement#page2.tif			

OP \$90.00 1454154

source=04. Wells Fargo_National Chain- Executed Intellectual Property Security Agreement#page3.tif
source=04. Wells Fargo_National Chain- Executed Intellectual Property Security Agreement#page4.tif
source=04. Wells Fargo_National Chain- Executed Intellectual Property Security Agreement#page5.tif
source=04. Wells Fargo_National Chain- Executed Intellectual Property Security Agreement#page6.tif
source=04. Wells Fargo_National Chain- Executed Intellectual Property Security Agreement#page7.tif
source=04. Wells Fargo_National Chain- Executed Intellectual Property Security Agreement#page8.tif
source=04. Wells Fargo_National Chain- Executed Intellectual Property Security Agreement#page9.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Agreement”), effective as of December 23, 2021, is made by and between **NATIONAL CHAIN COMPANY**, a Rhode Island corporation (“Grantor”), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association (“Bank”). Capitalized terms used in this Agreement which are not defined herein shall have the meanings set forth in the Security Agreement (as defined below).

WHEREAS, Bank and Grantor are parties to that certain Security Agreement dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”); and

WHEREAS, pursuant to the Security Agreement, Grantor has granted to Bank a security interest in all of its Collateral, including, without limitation, all Intellectual Property (including, without limitation, the Intellectual Property described herein).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, Grantor hereby represents, warrants, covenants and agrees as follows:

1. **Grant of Security Interest.** To secure all of Grantor’s Obligations to Bank, Grantor grants and pledges to Bank a security interest in all of Grantor’s right, title and interest in, to and under its Intellectual Property, including, without limitation: (a) the Trademarks listed on **Schedule A** hereto, together with the goodwill connected with the use thereof and symbolized thereby, whether registered or not, and all applications to register and registrations of the same and like protections, but excluding the United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications, (b) the Patents listed on **Schedule B** hereto and all like protections including, without limitation, all improvements, provisionals, divisionals, continuations, renewals, reissues, extensions and continuations-in-part of the same, (c) all Copyrights listed on **Schedule C** hereto, and all extensions and renewals thereof, (d) all rights to recover for past or future infringement of any of the foregoing, (e) all domain name registrations, together with all goodwill of the business connected with or symbolized by the domain names, including, without limitation, those domain name registrations listed on **Schedule D** hereto, (f) all right, title and interest in and to any and all present and future license agreements with respect to any of the foregoing, (g) all present and future accounts, accounts receivable and other rights to payment arising from, in connection with or relating to any of the foregoing, (h) all proceeds and products of the foregoing, including, without limitation, all payments under insurance or any indemnity or warranty payable with respect to any of the foregoing; and (i) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world.

2. **Representations and Warranties.** Grantor represents and warrants that: (a) listed on **Schedule A** hereto are all unregistered Trademarks, Trademark registrations and pending Trademark applications owned by Grantor, (b) listed on **Schedule B** are all issued Patents and patent applications owned by Grantor, (c) listed on **Schedule C** are all Copyrights, whether or not copyrightable, copyright applications, and copyright registrations owned by Grantor, and (d) listed on **Schedule D** are all domain name registrations owned by Grantor.

3. **Recordation.** Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any domain name registry or other government officials to record and register this Agreement upon request by Bank.

4. **Loan Documents.** This Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Collateral are as provided by the Security Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. **Definitions.** In addition, the following terms shall have the meanings set forth below:

- (a) **“Copyright License”** means any agreement now or hereafter in existence, providing for the grant by, or to, any rights (including, without limitation, the grant of rights for a party to be designated as an author or owner and/or to enforce, defend, use, display, copy, manufacture, distribute, exploit and sell, make derivative works, and require joinder in suit and/or receive assistance from another party) covered in whole or in part by a Copyright.
- (b) **“Copyrights”** means, collectively, all of the following of any Grantor: (i) all copyrights, works protectable by copyright, copyright registrations and copyright applications anywhere in the world, (ii) all derivative works, counterparts, extensions and renewals of any of the foregoing, (iii) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing, including, without limitation, damages or payments for past, present and future infringements, violations or misappropriations of any of the foregoing, (iv) the right to sue for past, present and future infringements, violations or misappropriations of any of the foregoing and (v) all rights corresponding to any of the foregoing throughout the world.
- (c) **“Intellectual Property”** means, collectively, all of the following of any Grantor: (i) all systems software and applications software (including source code and object code), all documentation for such software, including, without limitation, user manuals, flowcharts, functional specifications, operations manuals, and all formulas, processes, ideas and know-how embodied in any of the foregoing, (ii) concepts, discoveries, improvements and ideas, know-how, technology, reports, design information, trade secrets, practices, specifications, test procedures, maintenance manuals, research and development, inventions (whether or not patentable), blueprints, drawings, data, customer lists, catalogs, and all physical embodiments of any of the foregoing, (iii) Patents and Patent Licenses, Copyrights and Copyright Licenses, Trademarks and Trademark Licenses and (iv) other agreements with respect to any rights in any of the items described in the foregoing clauses (i), (ii), and (iii).
- (d) **“Patent License”** means any agreement, now or hereafter in existence, providing for the grant by, or to, any Grantor of any rights (including, without limitation, the right for a party to be designated as an owner and/or to enforce, defend, make, have made, make improvements, manufacture, use, sell, import, export, and require joinder in suit and/or receive assistance from another party) covered in whole or in part by a Patent.
- (e) **“Patents”** means collectively, all of the following of any Grantor: (i) all patents, all inventions and patent applications anywhere in the world, (ii) all improvements, counterparts, reissues, divisional, re-examinations, extensions, continuations (in whole or in

part) and renewals of any of the foregoing and improvements thereon, (iii) all income, royalties, damages or payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing, including, without limitation, damages or payments for past, present or future infringements, violations or misappropriations of any of the foregoing, (iv) the right to sue for past, present and future infringements, violations or misappropriations of any of the foregoing and (v) all rights corresponding to any of the foregoing throughout the world.

- (f) “Trademark License” means any agreement, now or hereafter in existence, providing for the grant by, or to, any Grantor of any rights in (including, without limitation, the right for a party to be designated as an owner and/or to enforce, defend, use, mark, police, and require joinder in suit and/or receive assistance from another party) covered in whole, or in part, by a Trademark.
- (g) “Trademarks” means, collectively, all of the following of any Grantor: (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, internet domain names, trade styles, service marks, logos, other business identifiers, whether registered or unregistered, all registrations and recordings thereof, and all applications in connection therewith (other than each United States application to register any trademark or service mark prior to the filing under applicable Law of a verified statement of use for such trademark or service mark) anywhere in the world, (ii) all counterparts, extensions and renewals of any of the foregoing, (iii) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing, including, without limitation, damages or payments for past, present or future infringements, violations, dilutions or misappropriations of any of the foregoing, (iv) the right to sue for past, present or future infringements, violations, dilutions or misappropriations of any of the foregoing and (v) all rights corresponding to any of the foregoing (including the goodwill) throughout the world.

6. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., “pdf” or “tif” format) shall be effective as delivery of a manually executed counterpart of this Agreement.

7. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

8. Governing Law. This Agreement and all acts, transactions disputes and controversies arising hereunder or relating hereto, and all rights and obligations of Bank and Grantor shall be governed by, and construed in accordance with the internal laws of the State of New York without regard to conflict of laws principles, provided that Bank shall retain all rights arising under federal law.

[signatures on next page]

IN WITNESS WHEREOF, intending to be legally bound, the parties have caused this Agreement to be duly executed as of the date first above written.

GRANTOR:

NATIONAL CHAIN COMPANY

By: 
Name: Steven A. Cipolla
Title: President

BANK:

WELLS FARGO BANK, NATIONAL
ASSOCIATION

By: _____
Name:
Title:

IN WITNESS WHEREOF, intending to be legally bound, the parties have caused this Agreement to be duly executed as of the date first above written.

GRANTOR:

NATIONAL CHAIN COMPANY

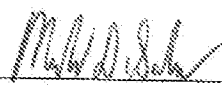
By: _____

Name: Steven A. Cipolla

Title: President

BANK:

WELLS FARGO BANK, NATIONAL
ASSOCIATION

By:  _____

Name: Michael DiSandro

Title: Senior Vice President

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 007542 FRAME: 0205

SCHEDULE A

Trademarks

Grantor	Trademark	Country	Status	Registration No.	Registration Date
National Chain Company	National Chain	USA	Active	1454154	8/25/1987
National Chain Company	N/C	USA	Active	1479546	3/8/1988
National Chain Company	N/A	USA	Active	1479545	3/8/1988

SCHEDULE B

Patents

None.

SCHEDULE C

Copyrights

None.

SCHEDULE D

Domain Names

Natchain.com
Nationalchain.com
Volkmfg.com
Apogeeparts.com
Apogeeprecisionparts.com
Jambeads.com
Murphybeads.com
Stdchain.com