

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM699141

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Term Loan Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Munch's Supply LLC		12/31/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of Montreal, as Administrative Agent		
Street Address:	111 West Monroe		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Bank: CANADA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5055829	MUNCH'S SUPPLY EST. 1956	
Registration Number:	5055828	WE MAKE IT EASY	
Registration Number:	5011166	MUNCH'S SUPPLY	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	2129061209		
Email:	JESSICA.BAJADA-SILVA@LW.COM		
Correspondent Name:	LATHAM & WATKINS LLP, C/O JESSICA BAJADA		
Address Line 1:	1271 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	049686-0071		
NAME OF SUBMITTER:	Jessica Bajada-Silva		
SIGNATURE:	/s/ Jessica Bajada-Silva		
DATE SIGNED:	01/03/2022		
Total Attachments: 12			
source=Marcone - IP Security Agreement (TL) Executed (128625963.1) (002)#page1.tif			
source=Marcone - IP Security Agreement (TL) Executed (128625963.1) (002)#page2.tif			

OP \$90.00 5055829

source=Marcone - IP Security Agreement (TL) Executed (128625963.1) (002)#page3.tif
source=Marcone - IP Security Agreement (TL) Executed (128625963.1) (002)#page4.tif
source=Marcone - IP Security Agreement (TL) Executed (128625963.1) (002)#page5.tif
source=Marcone - IP Security Agreement (TL) Executed (128625963.1) (002)#page6.tif
source=Marcone - IP Security Agreement (TL) Executed (128625963.1) (002)#page7.tif
source=Marcone - IP Security Agreement (TL) Executed (128625963.1) (002)#page8.tif
source=Marcone - IP Security Agreement (TL) Executed (128625963.1) (002)#page9.tif
source=Marcone - IP Security Agreement (TL) Executed (128625963.1) (002)#page10.tif
source=Marcone - IP Security Agreement (TL) Executed (128625963.1) (002)#page11.tif
source=Marcone - IP Security Agreement (TL) Executed (128625963.1) (002)#page12.tif

TERM LOAN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This TERM LOAN INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of December 31, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “Agreement”), by the entities listed on the signature pages hereto (each, a “Grantor”) in favor of Bank of Montreal, in its capacities as administrative agent for the Lenders and as collateral agent for the Secured Parties (together with its successors in such capacities, the “Agent”).

Reference is hereby made to that certain Term Loan Pledge and Security Agreement, dated as of June 23, 2021 (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the grantors party thereto and the Agent, pursuant to which each Grantor has granted a security interest to the Agent in the IP Collateral (as defined below) and are required to execute and deliver this Agreement. Consistent with the requirements set forth in Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used herein and not otherwise defined herein shall have the respective meanings assigned to such terms (including by reference to other agreements) in the Security Agreement.

SECTION 2. Grant of Security Interest. As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Security Agreement, hereby grants to the Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a security interest in all of its right, title and interest in and to all of the following personal property, whether now owned by or owing to or hereafter acquired by or arising in favor of each Grantor, and regardless of where located (collectively, the “IP Collateral”):

- (a) all Trademarks listed on Schedule I hereto;
- (b) all Copyright listed on Schedule I hereto;
- (c) all Patents listed on Schedule I hereto;
- (d) all rights to sue or otherwise recover for past, present and future misappropriations or infringements of any of the foregoing, including the right to settle suits involving claims and demands for royalties owing;
- (e) all income, royalties, damages, claims and payments now or hereafter due and/or payable with respect thereto, including, without limitation, damages, claims and payments for past and future misappropriations or infringements; and
- (f) all accessions to, substitutions and replacements for and Proceeds and products of the foregoing, together with all books and records, customer lists, credit files, computer files, programs, printouts and other computer materials and records related thereto and any General Intangibles at any time evidencing or relating to any of the foregoing and all collateral security and guarantees given by any Person with respect to any of the foregoing.

Notwithstanding the foregoing, the term “IP Collateral” (and any component definition thereof) shall not include any Excluded Asset; provided that, for the avoidance of doubt, any proceeds or receivables arising out of any Excluded Asset shall not constitute an Excluded Asset and shall be included within the Collateral unless such proceeds or receivables separately constitute an Excluded Asset.

Notwithstanding anything to the contrary contained herein, immediately upon the ineffectiveness, lapse or termination of any restriction or condition set forth in the definition of "Excluded Assets" in the Credit Agreement, the IP Collateral shall include, and the relevant Grantor shall be deemed to have automatically granted a security interest in, all relevant previously restricted or conditioned rights, interests or other assets, as the case may be, as if such restriction or condition had never been in effect.

SECTION 3. Security Agreement. The security interests granted to the Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Governing Law. This Agreement and any claim, controversy or dispute arising under or related to this Agreement, whether in tort, contract (at law or in equity) or otherwise, shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

SECTION 5. Termination or Release.

(a) This Agreement shall continue in effect until the Termination Date, and the Liens granted by each Grantor hereunder shall be automatically released and each Grantor shall automatically be released from its obligations hereunder in the circumstances described in Article 8 or Section 9.22 of the Credit Agreement, as applicable.

(b) In connection with any termination or release pursuant to paragraph (a) above, the Agent shall promptly execute (if applicable) and deliver to each Grantor, at such Grantor's expense, all UCC termination statements and similar documents (including security interest termination and release agreements for filing with the United States Patent and Trademark Office and the United States Copyright Office) that each Grantor shall reasonably request (such release documentation to be in a form reasonably satisfactory to such Grantor) to evidence and/or effectuate such termination or release. Any execution and delivery of documents pursuant to this Section 5 shall be without recourse to or representation or warranty by the Agent or any Secured Party (other than as to the Agent's authority to execute and deliver such documents). Each Grantor shall reimburse the Agent for all costs and expenses, including any fees and expenses of counsel, incurred by it in connection with any action contemplated by this Section 5 pursuant to and to the extent required by Section 9.03(a) of the Credit Agreement.

(c) The Agent shall have no liability whatsoever to any other Secured Party as the result of any release of IP Collateral by it in accordance with (or which the Agent in good faith believes to be in accordance with) the terms of this Section 5.

SECTION 6. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on 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 of this Agreement by facsimile or by email as a ".pdf" or ".tif" attachment or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

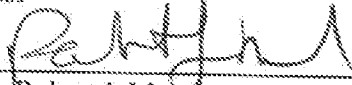
SECTION 7. INTERCREDITOR AGREEMENT GOVERNS. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIENS AND SECURITY INTERESTS GRANTED TO THE AGENT FOR THE BENEFIT OF THE SECURED PARTIES PURSUANT TO THIS

AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE AGENT AND THE OTHER SECURED PARTIES WITH RESPECT TO ANY IP COLLATERAL HEREUNDER ARE SUBJECT TO THE PROVISIONS OF EACH APPLICABLE ACCEPTABLE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE PROVISIONS OF ANY APPLICABLE ACCEPTABLE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE PROVISIONS OF SUCH ACCEPTABLE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

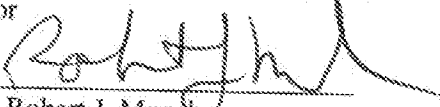
MUNCH'S SUPPLY LLC,
as a Grantor

By: 
Name: Robert J. Munch
Title: Chief Executive Officer

MUNCH'S SUPPLY O'CONNOR, LLC,
as a Grantor

By: 
Name: Robert J. Munch
Title: Chief Executive Officer

MUNCH'S SUPPLY COLORADO, LLC,
as a Grantor

By: 
Name: Robert J. Munch
Title: Chief Executive Officer

AIR PURCHASES OF NEW HAMPSHIRE, INC.,
as a Grantor

By: 
Name: Robert J. Munch
Title: Chief Executive Officer

WOLVERINE BRASS, INC.,
as a Grantor

By: Jim Souers
Name: James G. Souers
Title: President

PLUMBMASTER, INC.,
as a Grantor

By: Jim Souers
Name: James G. Souers
Title: President

SPEAKMAN COMPANY,
as a Grantor



By: Jim Souers
Name: James G. Souers
Title: President

PROFESSIONAL PLUMBING GROUP, INC.,
as a Grantor




By: Jim Souers
Name: James G. Souers
Title: President

SCHEDULE I

U.S. Trademark Registrations:





Company	Mark	Registration Number	Registration Date
Munch's Supply LLC	MUNCH'S SUPPLY EST. 1956 	5055829	10/04/2016
Munch's Supply LLC	WE MAKE IT EASY	5055828	10/04/2016
Munch's Supply LLC	MUNCH'S SUPPLY	5011166	8/2/2016
Professional Plumbing Group, Inc.	GLENNWYN	6323981	4/13/2021
Professional Plumbing Group, Inc.	GLANVILLE	6241881	1/5/2021
Professional Plumbing Group, Inc.	WESTMERE	6284717	3/2/2021
Professional Plumbing Group, Inc.	TOTAL INVENTORY MANAGEMENT BY PLUMBMASTER	6584227	12/7/2021
Professional Plumbing Group, Inc.	TIM TOTAL INVENTORY MANAGEMENT  TOTAL INVENTORY MANAGEMENT	6207494	11/24/2020
Professional Plumbing Group, Inc.	LUCID	6278816	2/23/2021
Professional Plumbing Group, Inc.	PROPER	6278817	2/23/2021
Professional Plumbing Group, Inc.	QUINN	6278818	2/23/2021
Professional Plumbing Group, Inc.	EXHILARATION	6114401	7/28/2020
Professional Plumbing Group, Inc.	EXHILARATION SPRAY TECHNOLOGY	6114402	7/28/2020
Professional Plumbing Group, Inc.	WINDON BAY	5939711	12/17/2019
Wolverine Brass, Inc.	FINALE ULTIMATE	5685905	2/26/2019
Wolverine Brass, Inc.	WOLV-XPEX	5690108	3/5/2019

Schedule I

Company	Mark	Registration Number	Registration Date
Wolverine Brass, Inc.	ARCHITEC	5747488	5/7/2019
Speakman Company	LURA	5645373	1/1/2019
Speakman Company	VECTOR	5645197	1/1/2019
Speakman Company	SAFE-T-ZONE	5487794	6/5/2018
Wolverine Brass, Inc.	WOLVERINE BRASS WHEN QUALITY MATTERS	5623395	12/4/2018
Wolverine Brass, Inc.	VOGUE	5388011	1/23/2018
Wolverine Brass, Inc.	TIMELESS	5388012	1/23/2018
Speakman Company	LIFESAVER	5478299	5/29/2018
Speakman Company	OPERA	5413515	2/27/2018
Wolverine Brass, Inc.	THE BEAST 	5130319	1/24/2017
Wolverine Brass, Inc.	WOLVERINEBRASS AUTHORIZED PLUMBER 	4974761	6/7/2016
Wolverine Brass, Inc.	ARTIS	4886819	1/12/2016
Wolverine Brass, Inc.	THE BEAST 	5050303	9/27/2016
Plumbmaster, Inc.	GATORSKIN	4575776	7/29/2014
Speakman Company	OPTIMUS	4639844	11/18/2014
Speakman Company	EYESAVER	4443448	12/3/2013
Plumbmaster, Inc.	STOCK EZ KIT	4320483	4/16/2013
Plumbmaster, Inc.	DRAYNAMITE	4305320	3/19/2013

Company	Mark	Registration Number	Registration Date
Plumbmaster, Inc.	PLUMBMASTER	4331006	5/7/2013
Plumbmaster, Inc.	PLUMBMASTER	4305147	3/19/2013
Plumbmaster, Inc.	PLUMBMASTER	4312413	4/2/2013
Plumbmaster, Inc.	ETERNITY	2994066	9/13/2005
Wolverine Brass, Inc.	BIG ORANGE	2935926	3/29/2005
Plumbmaster, Inc.	GATORSKIN	2906427	11/30/2004
Wolverine Brass, Inc.	WOLVERINE BRASS	2455061	5/29/2001
Wolverine Brass, Inc.	ENDURANCE	2147506	3/31/1998
Speakman Company	GRAVITYFLO	2112288	11/11/1997
Speakman Company	SENSORFLO	1673852	1/28/1992
Speakman Company	SENTINEL MARK II	1046298	8/17/1976
Speakman Company	SAFE-T-ZONE	747129	3/26/1963
Speakman Company	EASY-PUSH	729073	3/27/1962
Speakman Company	COMMANDER	647694	7/2/1957
Speakman Company	ANYSTREAM	643146	3/26/1957
Speakman Company	SPEAKMAN	633859	9/4/1956

Common Law Trademarks:

Company	Mark
Munch's Supply O'Connor, LLC	
Munch's Supply O'Connor, LLC	
Munch's Supply O'Connor, LLC	 O'CONNOR COMPANY
Munch's Supply O'Connor, LLC	 O'CONNOR COMPANY YOUR LOCAL HVAC PARTNER SINCE 1956

Company	Mark
Munch's Supply O'Connor, LLC	
Munch's Supply O'Connor, LLC	
Munch's Supply O'Connor, LLC	
Munch's Supply O'Connor, LLC	O'CONNOR COMPANY INTEGRITY. TRUST. QUALITY.
Munch's Supply O'Connor, LLC	
Munch's Supply Colorado, LLC	
Munch's Supply Colorado, LLC	
Munch's Supply Colorado, LLC	
Air Purchases of New Hampshire, Inc.	

U.S. Copyright Registrations:

Company	Title	Registration Number	Registration Date
Wolverine Brass, Inc.	Full line faucet catalog : cat. no. 000F2186.	VA0000915780	4/3/1998
Plumbmaster, Inc.	An introduction to creed company	TX0000329313	4/6/1992
Plumbmaster, Inc.	Aqua plumbing products plumbing parts manual	TX0002982349	12/27/1990

Company	Title	Registration Number	Registration Date
Plumbmaster, Inc.	Creed: quality repair parts: Vol. 1: plumbers	TX0003405358	9/14/1992
Plumbmaster, Inc.	Creed brass repairs	TX0002805806	5/21/1990
Plumbmaster, Inc.	Creed Co. plumbing repair parts	TX0002809161	5/24/1990
Plumbmaster, Inc.	Creed compression repairs	TX0002805805	5/21/1990
Plumbmaster, Inc.	Creed compression repairs	TX0003036142	4/3/1998
Plumbmaster, Inc.	Creed electrical repairs	TX0003010947	1/28/1991
Plumbmaster, Inc.	Creed faucet stems (catalog)	TX0001882954	7/31/1986
Plumbmaster, Inc.	Creed fixture repairs	TX0002805810	5/21/1990
Plumbmaster, Inc.	Creed flush valve repairs	TX0002815102	5/21/1990
Plumbmaster, Inc.	Creed general hardware repairs	TX0002805808	5/21/1990
Plumbmaster, Inc.	Creed handle repairs	TX0002805807	5/21/1990
Plumbmaster, Inc.	Creed institutional repairs	TX0002805804	5/21/1990
Plumbmaster, Inc.	Creed master catalog quality repair parts	TX0003161651	10/7/1991
Plumbmaster, Inc.	Creed repair systems	TX0003009047	4/1/1984
Plumbmaster, Inc.	Creed single control faucet repairs	TX0002805809	5/21/1990
Plumbmaster, Inc.	Creed tank repairs	TX0002805811	5/21/1990
Plumbmaster, Inc.	Creed tools chemicals heating	TX0002901617	10/12/1990
Plumbmaster, Inc.	Danco "Picture Perfect" replacement faucet stem identification system.	TX0002921427	9/4/1990
Plumbmaster, Inc.	Danco plumbing repair parts	TX0002882449	8/2/1990
Plumbmaster, Inc.	Danco plumbing repair parts: catalog	TX0003227522	1/6/1992
Plumbmaster, Inc.	EZ-ID stem identification system : creed company's guide to faucet stem replacements	TX0003231623	1/6/1992
Plumbmaster, Inc.	Futty maintenance specialties	TX0002914731	9/4/1990

Company	Title	Registration Number	Registration Date
Plumbmaster, Inc.	Futty warehouse shopper : catalog	TX0003612024	7/28/1993
Plumbmaster, Inc.	Aqua plumbing products plumbing parts manual	TX0003658283	10/15/1993
Plumbmaster, Inc.	P&M manufacturing company master parts catalog	TX0003666471	10/15/1993
Plumbmaster, Inc.	P&M manufacturing company plumbing specialties & repair parts manual	TX0002986028	12/27/1990
P&M Manufacturing Company, a Division of Plumbmaster, Inc.	P&M manufacturing company plumbing specialties and repair parts	TX0000814693	12/14/1981
Plumbmaster, Inc.	Perfect match products packaged replacement parts catalog	TX0003445184	11/23/1992
Plumbmaster, Inc.	Perfect match products packaged replacement parts catalog	TX0003045169	3/8/1991
Plumbmaster, Inc.	Perfect match products stem manual	TX0003439292	11/23/1992
Plumbmaster, Inc.	Perfect match products: stem manual	TX0003065339	3/8/1991
Plumbmaster, Inc.	Plumbing technology with the personal touch	TX0003871544	10/28/1994
Plumbmaster, Inc.	Plumbing technology with the personal touch	TX0003934409	11/9/1994
Plumbmaster, Inc.	WCM.	TX0000870785	3/25/1982
Plumbmaster, Inc.	WCM plumbing repair parts	TX00002805812	5/21/1990
Plumbmaster, Inc.	WCM plumbing repair parts	TX0003682191	11/1/1993
Plumbmaster, Inc.	WCM plumbing repair parts	TX0002946718	11/1/1990
Plumbmaster, Inc.	Futty maintenance specialties	TX0003590673	8/2/1992
Wolverine Brass, Inc.	Supplementary catalog A	TX0003327719	3/23/1992
Wolverine Brass, Inc.	Supplementary catalog B	TX00003683233	12/1/1993

U.S. Patent Registrations:

Company	Title	Patent Number	Issue Date
Speakman Company	Janitorial service sing eyewash	6782568	8/31/2004
Speakman Company	Above deck modular faucet assembly	7445024	11/4/2008
Speakman Company	Showerhead with 360 degree rotational spray control	8567700	10/29/2013
Speakman Company	Adapter for attachment to water supply pipes and exterior conduits	9068325	6/30/2015
Speakman Company	Showerhead having Structural features that produce a vibrant spray pattern	9295997	3/29/2016
Speakman Company	Integral eyewash and faucet	9492348	11/15/2016
Speakman Company	Integral eyewash and faucet	9889067	2/13/2018
Speakman Company	Ligature-Resistant Dispenser	10561282	2/18/2020
Speakman Company	Ligature-Resistant Dispenser	11045052	6/29/2021
Speakman Company	Shower	D566228	4/8/2008
Speakman Company	Showerhead	D566232	4/8/2008
Speakman Company	Handheld Shower	D567330	4/22/2008
Speakman Company	Liquid Dispenser	D635386	4/5/2011
Speakman Company	Eye and Face Wash System	D740441	10/6/2015
Speakman Company	Showerhead	D725745	3/31/2015
Speakman Company	Showerhead	D730488	5/26/2015