

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM700251

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FECON, LLC		12/31/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	ANTARES CAPITAL LP, AS ADMINISTRATIVE AGENT		
Street Address:	500 W. MONROE STREET		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	6165443	BLACKHAWK	
Registration Number:	5611016	BULL HOG	
Registration Number:	3461895	FECON	
Registration Number:	4093714	FECON POWER MANAGEMENT	
Registration Number:	5652249	STUMPEX	
Registration Number:	6489859	VIKING AXE	
Registration Number:	6514637	VIKING SWORD	
CORRESPONDENCE DATA			
Fax Number:	3129021061		
<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:	312.577.8034		
Email:	OSCAR.RUIZ@KATTEN.COM		
Correspondent Name:	OSCAR RUIZ C/O KATTEN MUCHIN ROSENMAN		
Address Line 1:	525 W. MONROE STREET		
Address Line 4:	CHICAGO, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	387132-00798		
NAME OF SUBMITTER:	OSCAR RUIZ		
SIGNATURE:	/OSCAR RUIZ/		

CH \$190.00 6165443

DATE SIGNED:	01/06/2022
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Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 31, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this "Trademark Security Agreement"), is made by each of the entities listed on the signature pages hereof as a "Grantor" (each a "Grantor" and, collectively, the "Grantors"), in favor of Antares Capital LP ("Antares Capital"), as the administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Secured Parties (as defined in the Credit Agreement referenced below).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of December 31, 2021 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among WCI-CEDAR PURCHASER, LLC, a Delaware limited liability company (the "Borrower"), WCI-CEDAR MIDCO, LLC, a Delaware corporation ("Holdings"), the other Credit Parties from time to time party thereto, the Lenders from time to time party thereto, the Swingline Lender, the L/C Issuers from time to time party thereto (each of the foregoing as defined in the Credit Agreement) and Antares Capital, as the Administrative Agent for the Secured Parties, the Lenders (including the Swingline Lender) and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to that certain Guaranty and Security Agreement, dated as of December 31, 2021, in favor of the Administrative Agent (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Guaranteed Obligations (as defined in the Guaranty and Security Agreement); and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders (including the Swingline Lender), the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders (including the Swingline Lender) and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby mortgages, pledges and hypothecates to the Administrative Agent, for the benefit of the Secured Parties, and grants to the Administrative Agent, for the benefit of the Secured Parties, a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks, including, without limitation, those Trademarks referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding the foregoing, no Lien or security interest is hereby granted on, and the Trademark Collateral shall not include, any Excluded Property; provided, that if and when any property described in this Section 2 shall cease to be Excluded Property, a Lien on and security interest in such property shall be deemed granted therein.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security 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 Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security 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 this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

Section 4. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this agreement by facsimile transmission or by Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.

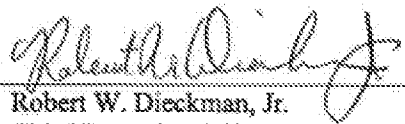
Section 5. Governing Law. The laws of the State of New York shall govern all matters arising out of, in connection with or relating to this Trademark Security Agreement, including, without limitation, its validity, interpretation, construction, performance and enforcement.

Section 6. Termination. Upon the termination of the Guaranty and Security Agreement in accordance with Section 8.2 thereof, the Administrative Agent shall, at the expense of the Grantors, promptly execute, acknowledge and deliver to the Grantors an instrument in writing in recordable form releasing the Lien on and security interest in the Trademark Collateral under this Trademark Security Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

FECON, LLC,
a Delaware limited liability company,
as Grantor


By: 
Name: Robert W. Dieckman, Jr.
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007552 FRAME: 0315

ACCEPTED AND AGREED

ANTARES CAPITAL LP, as the Administrative Agent

By: 
Name: Phillip Smith
Title: Duly Authorized Signatory

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007552 FRAME: 0316

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Mark	Country	Application No.	Filing Date	Registration No.	Registration Date	Status	Owner
BLACKHAWK	United States	88570990	8/8/2019	6165443	9/29/2020	Registered	Fecon, LLC
BULL HOG	United States	87862410	4/4/2018	5611016	11/20/2018	Registered	Fecon, LLC
FECON	United States	77330049	11/15/2007	3461895	7/8/2008	Registered (Renewed)	Fecon, LLC
FECON POWER MANAGEMENT	United States	85353720	6/23/2011	4093714	1/31/2012	Registered (Renewed)	Fecon, LLC
STUMPEX	United States	86711367	7/31/2015	5652249	1/15/2019	Registered	Fecon, LLC
VIKING AXE	United States	90209972	9/25/2020	6489859	9/21/2021	Registered	Fecon, LLC
VIKING SWORD	United States	90209978	9/25/2020	6514637	10/12/2021	Registered	Fecon, LLC

2. TRADEMARK APPLICATIONS

None.