

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM704674

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ames Tools Corporation		01/14/2022	Corporation:
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, N.A.		
Street Address:	1100 Abernathy Road		
Internal Address:	Suite 1600		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30328		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 26			
Property Type	Number	Word Mark	
Registration Number:	5866102	ALL-WALL	
Registration Number:	0793165	AMES	
Registration Number:	0804603	AMES	
Registration Number:	0804868	AMES	
Registration Number:	2837824	AMES	
Registration Number:	6279024	ASGARD	
Registration Number:	6279056	ASGARD	
Registration Number:	5888732	AW	
Registration Number:	5866004	AW	
Registration Number:	2797019	BAZOOKA	
Registration Number:	2775006	EASYCLEAN	
Registration Number:	5170974	EASYROLL	
Registration Number:	2781520	FEATHER-LITE	
Registration Number:	2816307	MAXIZOOKA	
Registration Number:	4640303	MAXXBOX	
Registration Number:	2797020	MINIZOOKA	
Registration Number:	2817212	MUDRUNNER	
Registration Number:	3589151	POWER ASSIST	

CH \$665.00 5866102

Property Type	Number	Word Mark
Registration Number:	5056087	QUICKBOX
Registration Number:	3902904	RENT THE BEST OWN THE BEST
Serial Number:	90660539	SIDEWINDER
Registration Number:	2785831	TAPETECH
Registration Number:	4454083	TAPETECH
Registration Number:	4454085	TAPETECH
Registration Number:	4900907	WIZARD
Registration Number:	4579415	XTENDER

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.

Email: richardsonan@gtlaw.com

Correspondent Name: Andrew Richardson

Address Line 1: 3333 Piedmont Road NE

Address Line 2: Suite 2500

Address Line 4: Atlanta, GEORGIA 30305

NAME OF SUBMITTER: Andrew Richardson

SIGNATURE: /Andrew Richardson/

DATE SIGNED: 01/26/2022

Total Attachments: 11

source=GMS INTELLECTUAL PROPERTY SECURITY AGREEMENT (Executed 2022.01.14)#page1.tif
source=GMS INTELLECTUAL PROPERTY SECURITY AGREEMENT (Executed 2022.01.14)#page2.tif
source=GMS INTELLECTUAL PROPERTY SECURITY AGREEMENT (Executed 2022.01.14)#page3.tif
source=GMS INTELLECTUAL PROPERTY SECURITY AGREEMENT (Executed 2022.01.14)#page4.tif
source=GMS INTELLECTUAL PROPERTY SECURITY AGREEMENT (Executed 2022.01.14)#page5.tif
source=GMS INTELLECTUAL PROPERTY SECURITY AGREEMENT (Executed 2022.01.14)#page6.tif
source=GMS INTELLECTUAL PROPERTY SECURITY AGREEMENT (Executed 2022.01.14)#page7.tif
source=GMS INTELLECTUAL PROPERTY SECURITY AGREEMENT (Executed 2022.01.14)#page8.tif
source=GMS INTELLECTUAL PROPERTY SECURITY AGREEMENT (Executed 2022.01.14)#page9.tif
source=GMS INTELLECTUAL PROPERTY SECURITY AGREEMENT (Executed 2022.01.14)#page10.tif
source=GMS INTELLECTUAL PROPERTY SECURITY AGREEMENT (Executed 2022.01.14)#page11.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, this “*IP Security Agreement*”) dated as of January 14, 2022, is between the Person listed on the signature pages hereof (the “*Grantor*”) and Wells Fargo Bank, N.A., as collateral agent (the “*Collateral Agent*”) for the ratable benefit of the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, GYP Holdings III Corp., a Delaware corporation, has entered into an Amended and Restated ABL Credit Agreement dated as of September 30, 2019 (as amended, amended and restated, supplemented or otherwise modified from time to time in accordance with the terms thereof, the “*Credit Agreement*”), with GYP Holdings II Corp., a Delaware corporation, the other borrowers from time to time party thereto, each Lender from time to time party thereto, Wells Fargo Bank, N.A., as Administrative Agent and as Collateral Agent, and the L/C Issuers referred to therein. Terms defined in the Credit Agreement or the Security Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement.

WHEREAS, as a condition precedent to the making of the Loans and the making of L/C Credit Extensions by the Lenders and the L/C Issuers under the Credit Agreement, the entry into Secured Hedge Agreements by the Hedge Banks from time to time and the entry into Secured Cash Management Agreements by the Cash Management Banks from time to time, the Grantor has executed and delivered that certain Amended and Restated ABL Security Agreement dated as of September 30, 2019, among the “Grantors” (as defined therein) from time to time party thereto and the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time in accordance with the terms thereof, the “*Security Agreement*”).

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and any other appropriate governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

Section 1. Grant of Security. The Grantor hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of the Grantor’s right, title and interest in and to the following (the “*Collateral*”):

- (i) the patents and patent applications set forth in Schedule A hereto;
- (ii) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use Trademark applications, prior to the filing and acceptance of a “Statement of Use” or an “Amendment to Allege Use” with respect thereto, solely to the extent that, and solely during the period in which, the grant of

a security interest therein would impair the validity or enforceability of such intent-to-use Trademark applications or any registrations that issue therefrom under applicable federal law), together with the goodwill of the business connected with the use thereof and symbolized thereby;

(iii) the copyright registrations set forth in Schedule C hereto;

(iv) the agreements granting any exclusive right to the Grantor in or to any registered copyright set forth in Schedule D hereto;

(v) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto;

(vi) any and all claims for damages, other payments and/or injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages, payments or other relief; and

(vii) any and all Proceeds of, collateral for, income, royalties and other payments now or hereafter due and/or payable with respect to, and supporting obligations relating to, any and all of the foregoing or arising from any of the foregoing;

provided that, notwithstanding anything to the contrary contained in the foregoing clauses (i) through (vi), the security interest created hereby shall not extend to, and the term "Collateral" shall not include, any lease, license or other agreement to the extent that a grant of a security interest therein would violate or invalidate such lease, license or agreement, or create a right of termination in favor of any other party thereto (other than the Grantor or any Subsidiary of the Grantor), in each case to the extent not rendered unenforceable pursuant to the applicable provisions of the UCC or other applicable law and so long as the applicable provision giving rise to such violation or invalidity or such right of termination was not incurred in anticipation of the entering into of the Credit Agreement, provided, further, that (x) the Collateral includes Proceeds and receivables of any property excluded under this provision, the assignment of which is expressly deemed effective under the UCC notwithstanding such prohibition and (y) such excluded lease, license or other agreement shall otherwise be subject to the security interest created by the Security Agreement upon receiving any necessary approvals or waivers permitting the assignment thereof.

Section 2. Security for ABL Obligations. The grant of a security interest in the Collateral by the Grantor under this IP Security Agreement secures the payment and performance of all ABL Obligations now or hereafter existing under or in respect of the Loan Documents (as such Loan Documents may be amended, amended and restated, supplemented, replaced, refinanced, re-tranched, extended, increased or otherwise modified from time to time (including

any extensions of maturity dates and increases of the principal amount outstanding thereunder)) or otherwise, including, without limitation, any extensions, increases, modifications, substitutions, amendments, refinancings, refundings, replacements or renewals of any or all of the foregoing ABL Obligations (whether or not such action is committed, contemplated or provided for by the Loan Documents on the date hereof), whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, fees, premiums, penalties, indemnifications, contract causes of action, costs, expenses or otherwise.

Section 3. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

Section 4. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this IP Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

Section 5. Execution in Counterparts. This IP Security Agreement may be executed in any number of 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. Delivery of an executed signature page to this IP Security Agreement by electronic transmission shall be as effective as delivery of a manually signed counterpart of this IP Security Agreement.

Section 6. Notices, Etc. All notices and other communications provided for hereunder shall be in writing (including telegraphic, telecopy or telex communication or facsimile transmission) and mailed, telegraphed, telecopied, telexed, faxed or delivered, if to the Grantor, addressed to it in care of the Lead Borrower at the Lead Borrower's address specified in Section 10.02 of the Credit Agreement, or if to the Collateral Agent, to its address specified in Section 10.02 of the Credit Agreement. All such notices and other communications shall be deemed to be given or made at such time as shall be set forth in Section 10.02 of the Credit Agreement.

Section 7. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Continued on following page.]

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

Grantor:


AMES TOOLS CORPORATION

By:  _____

Name: Scott M. Deakin

Title: Vice President and Chief Financial Officer

WELLS FARGO BANK, N.A., as Collateral Agent

By: 
Name: Kristy S. Loucks
Title: Senior Vice President

SCHEDULE A

PATENTS

Title	Country	Status	App No.	Filed Date	Patent	Grant
ERGONOMIC AND EASILY SERVICEABLE	US	Granted	10/991065	11/17/2004	7314074	1/1/2008
EXTENDABLE HANDLE	US	Granted	11/110107	4/19/2005	7721377	5/25/2010
FINISHER SYSTEM	US	Granted	13/151167	6/1/2011	8826961	9/9/2014
HANDLE ASSEMBLY FOR	US	Granted	14/614153	2/4/2015	9464447	10/11/2016
HANDLE ASSEMBLY FOR	US	Granted	29/516651	2/4/2015	D766057	9/13/2016
HANDLE ASSEMBLY FOR	US	Granted	29/555882	2/25/2016	D786034	5/9/2017
HANDLE ASSEMBLY FOR	US	Granted	15/259755	9/8/2016	10099362	10/16/2018
TAPING TOOL HAVING IMPROVED CREASER WHEEL	US	Granted	13/151239	6/1/2011	8863807	10/21/2014
HANDLE SYSTEM FOR FINISHING TOOL	US	Granted	13/151180	6/1/2011	9133631	9/15/2015
TAPING TOOL HAVING SWIVEL	US	Granted	13/151271	6/1/2011	8783322	7/22/2014
TAPING TOOL HAVING IMPROVED TAPE ADVANCE	US	Granted	14/219806	3/19/2014	9359777	6/7/2016
TAPING TOOL HAVING IMPROVED TAPE ADVANCE	US	Granted	15/174734	6/6/2016	10000048	6/19/2018
CONTROL TUBE FOR A TAPING TOOL	US	Granted	29/506880	10/21/2014	D768447	10/11/2016
FINISHER BOX WITH BLADE ASSEMBLY	US	Granted	14/956730	12/2/2015	9945132	4/17/2018
COMPOUND TUBE WITH A FINISHING	US	Granted	15/487131	4/13/2017	10415259	9/17/2019
COMPOUND TUBE WITH A FINISHING	US	Pending	16/539056	8/13/2019		
PORTABLE WASH BASIN ASSEMBLY	US	Granted	16/508859	7/11/2019	11035107	6/15/2021
PORTABLE WASH BASIN ASSEMBLY	US	Pending	17/331432	5/26/2021		
FINISHING KNIFE	US	Granted	29/687852	4/16/2019	D9 11137	

FINISHING KNIFE	US	Granted	29/766710	1/18/2021	D927277	8/10/2021
-----------------	----	---------	-----------	-----------	---------	-----------

The following patents are jointly owned with Graco, Inc. via the Joint Development Agreement, as assigned and amended on February 9, 2011, by and between Graco, Inc. and Ames Tools Corporation:

- U.S. Patent No. 8826961
- U.S. Patent No. 8863807
- U.S. Patent No. 9133631
- U.S. Patent No. 8783322
- U.S. Patent No. 9359777
- U.S. Patent No. 10000048

SCHEDULE B

TRADEMARKS

Mark Name	Country	Appl. No.	Filed Date	Reg. No.	Reg. Date
ALL-WALL (& design)	US	88195108	11/15/2018	5866102	9/24/2019
AMES	US	72/188,714	1964-03-	793165	1965-07-
AMES	US	72/188,070	1964-03-	804603	1966-03-
AMES	US	72/188,071	1964-03-	804868	1966-03-
AMES (& design)	US	76/449,287	2002-09-13	2837824	2004-05-04
AMES TAPING	Wisconsin	20210083539	2021-05-	20210083539	2021-05-
ASGARD	US	88/810,838	2020-02-	6279024	2021-02-
ASGARD (& design)	US	88/832,424	2020-03-16	6279056	2021-02-23
AW (stylized)	US	88/166,407	10/23/2018	5888732	10/22/2019
AW (stylized)	US	88/166,388	10/23/2018	5866004	9/24/2019
BAZOOKA	US	76/449,280	2002-09-	2797019	2003-12-
EASYCLEAN	US	76/449,039	2002-09-	2775006	2003-10-
EASYROLL	US	87/146,861	2016-08-	5170974	2017-03-
FEATHER-LITE	US	76/449,041	2002-09-	2781520	2003-11-
MAXIZOOKA	US	76/449,042	2002-09-	2816307	2004-02-
MAXXBOX	US	86/230,361	2014-03-	4640303	2014-11-
MINIZOOKA	US	76/449,286	2002-09-	2797020	2003-12-
MUDRUNNER	US	78/197,464	2002-12-	2817212	2004-02-
POWER ASSIST	US	78/910,553	2006-06-	3589151	2009-03-
QUICKBOX	US	86/796,979	2015-10-	5056087	2016-10-
RENT THE BEST OWN THE BEST	US	77/911,037	2010-01-13	3902904	2011-01-11
SIDEWINDER	US	90/660,539	2021-04-		
TAPETECH	US	76/449,282	2002-09-	2785831	2003-11-
TAPETECH	US	85/914,850	2013-04-	4454083	2013-12-
TAPETECH	Wisconsin	20210083540	2021-05-	20210083540	2021-05-
TAPETECH (& design)	US	85/914,858	2013-04-25	4454085	2013-12-24
WIZARD	US	86/647,737	2015-06-	4900907	2016-02-
XTENDER	US	86/135,677	2013-12-	4579415	2014-08-

SCHEDULE C

COPYRIGHTS

Title	Reg. No.	Reg. Date
Ames quality tools ... catalog.	CSN0008872	1978
Ames quality tools ... catalog / Ames Taping Tool Systems	CSN0024002	1980
Ames quality tools contractor ... catalog.	CSN0036088	1981
Ames national sales catalog : drywall tools.	CSN0039849	1981
Ames quality tools ... catalog / Ames Taping Tool Systems	CSN0024002	1981
Ames national sales catalog : drywall tools.	CSN0039849	1982
Now, about texturing : the touch of elegance for gypsum wallboard / produced by Gordon Newsfilms, Inc., for Ames Taping Tool Systems Company.	PA000005579 9	1978-05-17
Ames growing to meet your needs.	TX000015024	1978-11-30
Rental line.	TX000015024	1978-11-30
Ames grand opening sale days.	TX0000	1978-11-30
Even if an Ames tool fails, you're still in business.	TX000027475	1979-01-09
Here's the best way to outbid your competition.	TX000027475	1979-01-09
More you need tools, the more you need Ames.	TX000027475	1979-01-09
Just a reminder, lost time is never found again. Benjamin	TX000028328	1979-06-14
Ames quality tools 1979 catalog.	TX000032093	1979-06-14
Introducing eight ways to make your job easier.	TX000032093	1979-06-14
More you need tools, the more you need Ames : sale.	TX000027882	1979-06-14
New from Ames Hold It! Screws.	TX000037698	1979-06-14
Take another step up with Ames new Gold Line taping and texturing knives.	TX000037698 6	1979-06-14
Preparing the dry wall base / by Deane Rockwell.	TX000062	1980-02-02
Remember, food for thought, increased efficiency.	TX000062	1980-02-02
Remember, food for thought, proven quality tools.	TX000062	1980-02-02
Remember, lifetime guarantee.	TX000062	1980-02-02
Special for the holidays.	TX000062	1980-02-02
Special, order today.	TX000062	1980-02-02
Special, order today.	TX000062	1980-02-02
Special, order today.	TX000062	1980-02-02
We can add to our crew tomorrow because Ames will ship more tapers today.	TX000045258 2	1980-04-14
Ames taping tools manual.	TX000045257	1980-04-14
Get the latest on quality drywall tools.	TX000045258	1980-04-14
One day with Ames automatic taping tools, and already he acts like a pro.	TX000045257 9	1980-04-14
Start with Ames tools for a professional finish.	TX000045258	1980-04-14
Ames, 40 days and 40 nights, a flood of values.	TX000062157	1981-02-02
Ames blue ribbon screws!	TX000062156	1981-02-02
Are you still there?	TX000062	1981-02-02
Special—set corner beads perfectly with clinch-on tool.	TX000072883	1981-02-02
Grand opening salebration.	TX000065679	1981-02-20
Meet the 1981 Ames.	TX000072883	1981-02-20

Right tools, right here.	TX000072883	1981-02-20
Ames is tooling up for you.	TX000073999	1981-06-15
Ames spring cleaning sale.	TX000072709	1981-06-15
Reminder—new labor saving addition to the Ames rental line—the skyrocket.	TX000073 9993	1981-06-15
Special—Ames utility knife and 100 pack utility blades.	TX000073999	1981-06-15
Special gun, hopper & compressor.	TX000073	1981-06-15
Ames drywall starter special.	TX000087659	1982-01-26
Ames drywall taping and finishing that's so easy you can do-it-	TX000087659	1982-01-26
Ames drywall tools quality that sells.	TX000083775	1982-01-26
Ames growing to meet the future.	TX000083775	1982-01-26
Ames has the drywall tools you really need.	TX000083775	1982-01-26
Ames is tooling up for you.	TX000091394	1982-01-26
Did you move?	TX000091394	1982-01-26
Increase your profits with Ames' rental system.	TX000091394	1982-01-26
Why rent Ames?	TX000	1982-12-20
Ames has convenient locations, good service, and people who care about taking care of me.	TX000 1029718	1982-12-20
“With Ames Rentals, my money isn't tied up in fixed assets”—Gary Wellington, Wellington Drywall, Inc.	TX0001 167277	1983-08-05
Ames automatic taping tools—blueprint to success.	TX0001	1983-08-05
Ames Professional Drywall Systems 1983 contractor prices : effective August 1, 1983.	TX000116727 9	1983-08-05
Ames tools are a big advantage, even on small one room jobs”—Rick Hawber, Rick's Drywall, Inc.	TX000 1167280	1983-08-05
Tape techniques / produced for TapeTech, Inc., by Television Associates.	PA000029053 7	1986-04-28
Work smart / produced for Ames Taping Tool Systems by Television Associates.	PA000029053 5	1986-04-28
All-Wall Equipment, Inc., Website design layout, text &	TX0006	2004-05-17
All-Wall Equipment, Inc. website design layout, text &	TX0006	2005-01-01
All-Wall Equipment, Inc. Website Design Layout, Text &	TX000704665	2009-03-20
All-Wall Equipment Website.	TX000828974	2016-10-17
All-Wall Equipment Mobile Application.	VA0002	2018-12-11

SCHEDULE D

COPYRIGHT AGREEMENTS

None.