

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM710163

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ATLANTA ATTACHMENT COMPANY		02/23/2022	Corporation: GEORGIA
RECEIVING PARTY DATA			
Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION		
Street Address:	301 South College Street		
Internal Address:	5th Floor		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28202		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Registration Number:	2260442	ATLANTA ATTACHMENT COMPANY	
Registration Number:	2214298	SUDDEN SERVICE	
Registration Number:	2278788	ATLANTA ATTACHMENT COMPANY SUDDEN SERVIC	
Registration Number:	1203370	ATLANTA ATTACHMENT CO. INC. SUDDEN SERVI	
Registration Number:	2432947	ATLANTA ATTACHMENT COMPANY SEWING AUTOMA	
Registration Number:	3107585	A ATLANTA PARTS DEPOT	
Registration Number:	3402403	E-Z BATCHMODE	
Registration Number:	3257594	E-Z PATTERN DESIGN	
Registration Number:	3376930	PATTERN"N"PATTERN	
Registration Number:	3376931	PATTERNNPATTERN	
Registration Number:	3273536	E-Z QUILTER	
Registration Number:	3257593	E-Z FILE MANAGER	
Registration Number:	2462556	PRICELESS PLANE PRODUCTS	
Registration Number:	2456185	PRICELESS	
Registration Number:	2630516	LAZY SUSAN	
Registration Number:	3380168	PRICELESS TUGS	
Registration Number:	4335869	PRICELESS AVIATION PRODUCTS	
Registration Number:	4339586	PRICELESS AVIATION PRODUCTS	
		TRADEMARK	

CH \$465.00 2260442

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.

Phone: 6785534768
Email: slickerb@gtlaw.com
Correspondent Name: Brittiny Slicker
Address Line 1: 3333 Piedmont Road NE
Address Line 2: Suite 2500
Address Line 4: Atlanta, GEORGIA 30305

NAME OF SUBMITTER:	Brittiny Slicker
SIGNATURE:	/Brittiny Slicker/
DATE SIGNED:	02/23/2022

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 23rd day of February, 2022, by and among the Grantor listed on the signature pages hereof (the “Grantor”), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association (“Wells Fargo”), in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, “Agent”).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of September 25, 2015 (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), by and among Hickory Springs Manufacturing Company, as parent (“Parent”), and the Subsidiaries of Parent identified on the signature pages thereof (such Subsidiaries, together with Parent, are referred to hereinafter each individually as a “Borrower,” and collectively, jointly and severally, as, the “Borrowers”), the lenders party thereto as “Lenders” (each of such Lenders, together with its successors and assigns, is referred to hereinafter as a “Lender”), Agent, and Wells Fargo, as lead arranger and book runner, the Lender Group has agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, Grantor is a party to that certain Guaranty and Security Agreement, dated as of September 25, 2015 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Guaranty and Security Agreement”); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantor is required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement;

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 Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. **SECURITY FOR SECURED OBLIGATIONS.** This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantor, or any of the Loan Parties, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving Grantor.

4. **SECURITY AGREEMENT.** The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. **AUTHORIZATION TO SUPPLEMENT.** If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. **COUNTERPARTS.** This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement 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 Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. **CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION.** THIS TRADEMARK SECURITY AGREEMENT 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*.

[Continued on following page.]

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

GRANTOR:

ATLANTA ATTACHMENT COMPANY, a Georgia corporation

By: *Troy W. Bryce*
Troy W. Bryce Feb 10, 2022 12:02 EST

Name: Troy W. Bryce

Title: Chief Financial Officer and Treasurer

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**, a national banking association




By: *Susan Carr*




Name: Susan Carr






Title: Vice President

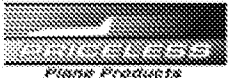


SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Atlanta Attachment Company	United States	ATLANTA ATTACHMENT COMPANY	2260442	7/13/1999
Atlanta Attachment Company	United States	SUDDEN SERVICE	2214298	12/29/1998
Atlanta Attachment Company	United States	ATLANTA ATTACHMENT COMPANY SUDDEN SERVICE & DESIGN 	2278788	9/21/1999
Atlanta Attachment Company	United States	ATLANTA ATTACHMENT CO., INC. SUDDEN SERVICE (CIRCLE DESIGN) 	1203370	8/3/1982
Atlanta Attachment Company	United States	ATLANTA ATTACHMENT COMPANY SEWING AUTOMATION & DESIGN 	2432947	3/6/2001
Atlanta Attachment Company	United States	A ATLANTA PARTS DEPOT & DESIGN	3107585	6/20/2006

				
Atlanta Attachment Company	United States	E-Z BATCHMODE	3402403	3/25/2008
Atlanta Attachment Company	United States	E-Z PATTERN DESIGN	3257594	7/3/2007
Atlanta Attachment Company	United States	PATTERN" N "PATTERN	3376930	2/5/2008
Atlanta Attachment Company	United States	PATTERNNPATTERN	3376931	2/5/2008
Atlanta Attachment Company	United States	E-Z QUILTER	3273536	8/7/2007
Atlanta Attachment Company	United States	E-Z FILE MANAGER	3257593	7/3/2007
Atlanta Attachment Company	Canada	ATLANTA ATTACHMENT COMPANY SUDDEN SERVICE & DESIGN 	TMA553150	10/31/2001
Atlanta Attachment Company	Mexico	ATLANTA ATTACHMENT COMPANY SUDDEN SERVICE & DESIGN 	639598	1/28/2000
Atlanta Attachment Company	Costa Rica	ATLANTA ATTACHMENT COMPANY SUDDEN SERVICE & DESIGN	121123	7/27/2000

				
Atlanta Attachment Company	Guatemala	ATLANTA ATTACHMENT COMPANY SUDDEN SERVICE & DESIGN 	109146	2/15/2001
	Brazil	ATLANTA ATTACHMENT COMPANY SUDDEN SERVICE & DESIGN 	821900986	5/4/2004
Atlanta Attachment Company	Colombia	ATLANTA ATTACHMENT COMPANY SUDDEN SERVICE & DESIGN 	231546	11/3/2000
Atlanta Attachment Company	Honduras	ATLANTA ATTACHMENT COMPANY SUDDEN SERVICE & DESIGN 	107561	12/16/2008

Atlanta Attachment Company	United States	PRICELESS PLANE PRODUCTS & DESIGN 	2462556	6/19/2001
Atlanta Attachment Company	United States	PRICELESS	2456185	5/29/2001
Atlanta Attachment Company	United States	LAZY SUSAN & DESIGN 	2630516	10/8/2002
Atlanta Attachment Company	United States	PRICELESS TUGS	3380168	2/12/2008
Atlanta Attachment Company	United States	PRICELESS AVIATION PRODUCTS	4335869	5/14/2013
Atlanta Attachment Company	United States	PRICELESS AVIATION PRODUCTS & Design 	4339586	5/21/2013

Trade Names

None.

Common Law Trademarks

None.

Trademarks Not Currently In Use

None.

Trademark Licenses

None.