# СН \$65.00 3656

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM715233

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Tiffin Metal Products, LLC		03/18/2022	Limited Liability Company: DELAWARE

## **RECEIVING PARTY DATA**

Name:	Fortress Credit Corp.	
Street Address:	1345 Avenue of the Americas	
Internal Address:	46th Floor	
City:	New York	
State/Country:	NEW YORK	
Postal Code:	10105	
Entity Type:	Corporation: DELAWARE	

#### **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark		
Registration Number:	3656336	AIRFLOW WARDROBE LOCKER		
Registration Number:	0791768	SENTINEL		

## **CORRESPONDENCE DATA**

**Fax Number:** 6508023100

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:** 6508023000

**Email:** juan.arias@weil.com

Correspondent Name: Ajinkya Joshi

Address Line 1: Weil, Gotshal & Manges LLP
Address Line 2: 201 Redwood Shores Parkway

Address Line 4: Redwood Shores, CALIFORNIA 94065-1134

ATTORNEY DOCKET NUMBER:	A. Joshi - 45968.0112
NAME OF SUBMITTER:	Ajinkya Joshi
SIGNATURE:	/Ajinkya Joshi/
DATE SIGNED:	03/18/2022

**Total Attachments: 5** 

source=SSI - Trademark Security Agreement (Executed)\_WEIL\_98519250\_2#page1.tif

TRADEMARK REEL: 007663 FRAME: 0936 source=SSI - Trademark Security Agreement (Executed)\_WEIL\_98519250\_2#page2.tif
source=SSI - Trademark Security Agreement (Executed)\_WEIL\_98519250\_2#page3.tif
source=SSI - Trademark Security Agreement (Executed)\_WEIL\_98519250\_2#page4.tif
source=SSI - Trademark Security Agreement (Executed)\_WEIL\_98519250\_2#page5.tif

TRADEMARK REEL: 007663 FRAME: 0937

#### TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of March 18, 2022, is made by Tiffin Metal Products, LLC, a Delaware limited liability company (the "<u>Grantor</u>"), in favor of Fortress Credit Corp. ("<u>Fortress</u>"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "<u>Administrative Agent</u>") for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

#### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of March 18, 2022, by and among STEELE SOLUTIONS, INC., a Delaware corporation (the "Borrower"), WCP Lambeau Intermediate, Inc., a Delaware corporation ("Holdings"), each of the other entities from time to time party thereto as a Loan Party, the Lenders and Fortress, as Administrative Agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Administrative Agent (as such agreement may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, and Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, the Grantor hereby agrees with Administrative Agent as follows:

<u>Section 1.</u> <u>Defined Terms</u>. 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. The 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 of the Grantor, hereby mortgages, pledges and hypothecates to Administrative Agent for the benefit of the Secured Parties, and grants to 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 the Grantor (excluding, in any event, Excluded Property, 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

1

WEIL:\98498196\4\45968.0112

- (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.
- 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 Administrative Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of 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. In the event of a conflict between this Trademark Security Agreement and the Guaranty and Security Agreement, the terms of the Guaranty and Security Agreement shall control.
- <u>Section 4.</u> <u>Counterparts.</u> 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.
- <u>Section 5.</u> <u>Governing Law.</u> 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 its validity, interpretation, construction, performance and enforcement (including any claims sounding in contract or tort law arising out of the subject matter hereof and any determinations with respect to post-judgment interest).

[SIGNATURE PAGES FOLLOW]

2

IN WITNESS WHEREOF, the 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.

TIFFIN METAL PRODUCTS, LLC, as Grantor

Name: Aaron Lauber

Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

ACCEPTED AND AGREED as of the date first above written:

FORTRESS CREDIT CORP.,

as Administrative Agent

By:

Namo. **Avraham Dreyfuss** Title:

**Chief Financial Officer** 

[Signature Page to Trademark Security Agreement]

**TRADEMARK** REEL: 007663 FRAME: 0941

# SCHEDULE I TO TRADEMARK SECURITY AGREEMENT

# **Trademark Registrations**

## U.S. REGISTERED TRADEMARKS

TRADEMARK	COUNTRY	STATUS	APPLICATION DATE	APPLICATION NUMBER	REGISTRATION NUMBER	REGISTRATION DATE	OWNER ON RECORD
AIRFLOW WARDROBE LOCKER	USA	Registered	3/7/2007	77124429	3656336	7/21/2009	Tiffin Metal Products Co.
SENTINEL	USA	Registered	7/17/1964	72198092	791768	6/29/1965	Tiffin Metal Products Co.

WEIL:\98498196\4\45968.0112

**RECORDED: 03/18/2022** 

TRADEMARK REEL: 007663 FRAME: 0942