

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM718513

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lawson Products, Inc.		04/01/2022	Corporation: ILLINOIS
TestEquity LLC		04/01/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	10 SOUTH DEARBORN		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 32			
Property Type	Number	Word Mark	
Registration Number:	1367232	MEGA METAL	
Registration Number:	1367233	MEGA METAL	
Registration Number:	1463312	TRUST-X	
Registration Number:	1859574	DURATRODE	
Registration Number:	2292342	CRYOBIT	
Registration Number:	2267027	CRYOBIT	
Registration Number:	2437936	QUIK-FIRE	
Registration Number:	2480540	CRYOTAP	
Registration Number:	2381092	CRYOFLEX	
Registration Number:	3843847	CRYOTAP	
Registration Number:	5182876	MEGA-SHOT	
Registration Number:	5182877	MEGA-VERSE	
Registration Number:	5839547	MEGASPANSION	
Registration Number:	6141964	SUPERTANIUM	
Registration Number:	6616098	CRYOMAGNA	
Registration Number:	4785975	CRYO-BURR	
Registration Number:	4968270	CRYOTOOL	
Registration Number:	1031984	JENSEN	

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Property Type	Number	Word Mark
Registration Number:	1299270	TEC-TUFF
Registration Number:	1291908	TEC-CUT
Registration Number:	1395511	
Registration Number:	1472816	JTK
Registration Number:	1821054	TECHNI-STAT
Registration Number:	1821904	TECHNI-TOOL
Registration Number:	1889689	JTK
Registration Number:	2033366	VANTAGE
Registration Number:	2326743	TEC-WIK
Registration Number:	2622029	TESTEQUITY
Registration Number:	2623959	JTK
Registration Number:	4095218	TESTEQUITY
Registration Number:	1921517	JENSEN
Serial Number:	90154511	CRONATRON

CORRESPONDENCE DATA

Fax Number: 2149813400

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: 214-981-3483

Email: dclark@sidley.com

Correspondent Name: Dusan Clark, Esq.

Address Line 1: Sidley Austin LLP

Address Line 2: 2021 McKinney Ave., Suite 2000

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER: 36084-30128

NAME OF SUBMITTER: Dusan Clark

SIGNATURE: /Dusan Clark/

DATE SIGNED: 04/01/2022

Total Attachments: 9

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**CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES AND CANADIAN TRADEMARKS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES AND CANADIAN TRADEMARKS (this “Confirmatory Grant”), dated as of April 1, 2022, is made by each signatory hereto indicated as a “Grantor” (each individually, a “Grantor”, and collectively, the “Grantors”), in favor of JPMorgan Chase Bank, N.A., in its capacity as Administrative Agent (the “Administrative Agent”) for the Lenders party to the Amended and Restated Credit Agreement.

WHEREAS, the Grantors have entered into an Amended and Restated Pledge and Security Agreement dated as of April 1, 2022 (the “Security Agreement”), with the Administrative Agent. Capitalized terms used herein and not defined shall have the meaning ascribed to them in the Security Agreement.

WHEREAS, the Grantors own the trademarks (the “Trademarks”) listed on Schedule 1 attached hereto under the applicable heading, which Trademarks are pending or registered with the United States Patent and Trademark Office or the Canadian Intellectual Property Office.

WHEREAS, under the terms of the Security Agreement, each Grantor has granted to the Administrative Agent, on behalf of and for the ratable benefit of the Secured Parties a security interest in, among other property, certain intellectual property of such Grantor, and has agreed to execute and deliver this Confirmatory Grant for recording with government authorities, including, but not limited to, the United States Patent and Trademark Office and the Canadian Intellectual Property Office.

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

1. Grant of Security. Each Grantor hereby confirms the grant in the Security Agreement to the Administrative Agent, for the benefit of the Secured Parties, of a security interest in, all of the following property, in each case, wherever located and now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “Trademark Collateral”) as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations:

(a) The Trademarks owned by such Grantor, together with the goodwill connected with the use thereof and symbolized thereby, and all extensions and renewals thereof;

(b) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. Each Grantor authorizes the Commissioner for Trademarks and the Canadian Intellectual Property Office to record and register this Confirmatory Grant upon request by the Administrative Agent.

3. Loan Documents. This Confirmatory Grant has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Administrative Agent with respect to the Trademark Collateral are as provided by the Security Agreement and related documents, and nothing in this Confirmatory Grant shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Confirmatory Grant may be executed in counterparts (and by different parties hereto in 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 to this Confirmatory Grant by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Confirmatory Grant.

5. Successors and Assigns. This Confirmatory Grant will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Confirmatory Grant and any claim, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this Confirmatory Grant and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the internal laws of the State of Illinois, but giving effect to federal laws applicable to national banks.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Grantors have caused this Confirmatory Grant to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GRANTORS

LAWSON PRODUCTS, INC., an Illinois corporation

By: 
Name: Ronald Knutson
Title: Treasurer

TESTEQUITY LLC, a Delaware limited liability company

By: _____
Name: Russ Frazee
Title: President

IN WITNESS WHEREOF, the Grantors have caused this Confirmatory Grant to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GRANTORS


LAWSON PRODUCTS, INC., an Illinois corporation

By: _____

Name: Ronald Knutson

Title: Treasurer

TESTEQUITY LLC, a Delaware limited liability company

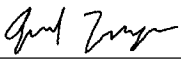
By: 

Name: Russ Frazee

Title: President

AGREED TO AND ACCEPTED:

JPMORGAN CHASE BANK, N.A., as Administrative
Agent

By: 
Name: Jared Zuniga
Title: Officer

SCHEDULE 1

TRADEMARKS

Lawson Products, Inc. United States Trademarks and Trademark Applications

Mark	App. No./ App. Date	Reg. No./ Reg. Date	Current Owner	Status
MEGA METAL Design 	73481560 22-MAY-1984	1367232 29-OCT-1985	Lawson Products, Inc.	Registered
MEGA METAL	73481561 22-MAY-1984	1367233 29-OCT-1985	Lawson Products, Inc.	Registered
TRUST-X	73654215 10-APR-1987	1463312 03-NOV-1987	Lawson Products, Inc.	Registered
DURATRODE	74452957 01-NOV-1993	1859574 25-OCT-1994	Lawson Products, Inc.	Registered
CRYOBIT	75494493 01-JUN-1998	2292342 16-NOV-1999	Lawson Products, Inc.	Registered
CRYOBIT	75495461 03-JUN-1998	2267027 03-AUG-1999	Lawson Products, Inc.	Registered
QUIK-FIRE	75588983 16-NOV-1998	2437936 27-MAR-2001	Lawson Products, Inc.	Registered
CRYOTAP	75685690 16-APR-1999	2480540 21-AUG-2001	Lawson Products, Inc.	Registered
CRYOFLEX	75728057 14-JUN-1999	2381092 29-AUG-2000	Lawson Products, Inc.	Registered
CRYOTAP	77786156 21-JUL-2009	3843847 07-SEP-2010	Lawson Products, Inc.	Registered
MEGA-SHOT	86891513 29-JAN-2016	5182876 11-APR-2017	Lawson Products, Inc.	Registered
MEGA-VERSE	86891536 29-JAN-2016	5182877 11-APR-2017	Lawson Products, Inc.	Registered
MEGASPANSION	88298264 12-FEB-2019	5839547 20-AUG-2019	Lawson Products, Inc.	Registered
SUPERTANIUM	88837175 17-MAR-2020	6141964 01-SEP-2020	Lawson Products, Inc.	Registered

Mark	App. No./ App. Date	Reg. No./ Reg. Date	Current Owner	Status
CRYOMAGNA	88889482 27-APR-2020	6616098 11-JAN-2022	Lawson Products, Inc.	Registered
CRONATRON	90154511 02-SEP-2020	--	Lawson Products, Inc.	Pending
CRYO-BURR		4785975 4-OCT-2015	Lawson Products, Inc.	Registered
CRYOTOOL		4968270 31-MAY-2016	Lawson Products, Inc.	Registered

TestEquity LLC United States Trademarks and Trademark Applications

Mark	App. No./ App. Date	Reg. No./ Reg. Date	Current Owner	Status
JENSEN	73020663 06-MAY-1974	1031984 03-FEB-1976	TestEquity LLC	Registered
TEC-TUFF	73438170 08-AUG-1983	1299270 09-OCT-1984	TestEquity LLC	Registered
TEC-CUT	73438171 08-AUG-1983	1291908 28-AUG-1984	TestEquity LLC	Registered
Design Only 	73547402 11-JUL-1985	1395511 03-JUN-1986	TestEquity LLC	Registered
JTK	73564095 21-OCT-1985	1472816 19-JAN-1988	TestEquity LLC	Registered
TECHNI-STAT	74288908 25-JUN-1992	1821054 15-FEB-1994	TestEquity LLC	Registered
TECHNI-TOOL	74395530 27-MAY-1993	1821904 15-FEB-1994	TestEquity LLC	Registered

JTK	74474956 29-DEC-1993	1889689 18-APR-1995	TestEquity LLC	Registered
VANTAGE Stylized VANTAGE	74667559 27-APR-1995	2033366 28-JAN-1997	TestEquity LLC	Registered
TEC-WIK	75708319 17-MAY-1999	2326743 07-MAR-2000	TestEquity LLC	Registered
TESTEQUITY Design	76106758 08-AUG-2000	2622029 17-SEP-2002	TestEquity LLC	Registered
TESTEQUITY JLK	76234296 03-APR-2001	2623959 24-SEP-2002	TestEquity LLC	Registered
TESTEQUITY	85016371 16-APR-2010	4095218 07-FEB-2012	TestEquity LLC	Registered
JENSEN	74459872 18-NOV-1993	1921517 26-SEP-1995	TestEquity LLC	Registered

Lawson Products, Inc. Canadian Trademarks

Trademark Owner	Registration Number	Registration Date	Mark
Lawson Products, Inc.	TMA206,584	4/18/1975	DYNA SYSTEMS & DESIGN
Lawson Products, Inc.	TMA671,430	8/29/2006	PARTSMaster & DESIGN
Lawson Products, Inc.	TMA219,620	3/25/1977	X-ERGON & DESIGN
Lawson Products, Inc.	TMA219,619	3/25/1977	X-ERGON & DESIGN

Lawson Products, Inc. Canadian Trademark Applications

Trademark Applicant	Application No.	Filing Date	Mark
Lawson Products, Inc.	1,942,219	1/23/2019	CLEAR TEX
Lawson Products, Inc.	2,024,991	4/28/2020	CRYOCLAD

Lawson Products, Inc.	2,024,988	4/28/2020	CRYOMAGNA
Lawson Products, Inc.	2,024,983	4/28/2020	CRYOSTEP
Lawson Products, Inc.	1,945,994	2/13/2019	MEGASPANSION
Lawson Products, Inc.	2,052,491	9/17/2020	SUPERTANIUM

TestEquity LLC Canadian Trademarks

Trademark Owner	Registration Number	Registration Date	Mark
TestEquity LLC	TMA457797	5/24/1996	JTK
TestEquity LLC	TMA448806	10/13/1995	JENSEN
TestEquity LLC	TMA514455	8/16/1999	TESTEQUITY