

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM722905

| | | | |
|---|-------------------------------|-----------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| TRICON WEAR SOLUTIONS LLC | | 03/26/2020 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | CIBC Bank USA | | |
| Street Address: | 120 S. Lasalle Street | | |
| City: | Chicago | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60603 | | |
| Entity Type: | banking corporation: ILLINOIS | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 1506789 | TRICON SUPER C | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3124607000 | | |
| <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: | 312-460-5000 | | |
| Email: | slott@seyfarth.com | | |
| Correspondent Name: | Stephen D. Lott | | |
| Address Line 1: | 233 S. Wacker Drive | | |
| Address Line 2: | Suite 8000 | | |
| Address Line 4: | Chicago, ILLINOIS 60606 | | |
| ATTORNEY DOCKET NUMBER: | 058550-000035 | | |
| NAME OF SUBMITTER: | Stephen D. Lott | | |
| SIGNATURE: | /Stephen D. Lott/ | | |
| DATE SIGNED: | 04/21/2022 | | |
| Total Attachments: 9 | | | |
| source=08. Tricon - Patent and Trademark Security Agreement (Tricon Wear) - Signed(62822514v1)#page1.tif | | | |
| source=08. Tricon - Patent and Trademark Security Agreement (Tricon Wear) - Signed(62822514v1)#page2.tif | | | |
| source=08. Tricon - Patent and Trademark Security Agreement (Tricon Wear) - Signed(62822514v1)#page3.tif | | | |

CH \$40.00 1506789

source=08. Tricon - Patent and Trademark Security Agreement (Tricon Wear) - Signed(62822514v1)#page4.tif
source=08. Tricon - Patent and Trademark Security Agreement (Tricon Wear) - Signed(62822514v1)#page5.tif
source=08. Tricon - Patent and Trademark Security Agreement (Tricon Wear) - Signed(62822514v1)#page6.tif
source=08. Tricon - Patent and Trademark Security Agreement (Tricon Wear) - Signed(62822514v1)#page7.tif
source=08. Tricon - Patent and Trademark Security Agreement (Tricon Wear) - Signed(62822514v1)#page8.tif
source=08. Tricon - Patent and Trademark Security Agreement (Tricon Wear) - Signed(62822514v1)#page9.tif

PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of March 26, 2020, by TRICON WEAR SOLUTIONS LLC, a Delaware limited liability company (the "Company"; and together with any other Person that becomes a Grantor as provided herein, the "Grantors" and each, a "Grantor"), in favor of CIBC BANK USA, in its capacity as administrative agent for the benefit of the financial institutions (the "Lenders") that are parties to the Credit Agreement referenced below from time to time (in such capacity, the "Administrative Agent").

RECITALS

A. Each Grantor has entered into an Amended and Restated Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with the Lenders and the Administrative Agent, pursuant to which such Lenders have agreed to make loans to, and issue or participate in letters of credit for the account of, the Borrowers.

B. Each Grantor has entered into a Guaranty and Collateral Agreement dated as of December 1, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Collateral Agreement") with the Administrative Agent pursuant to which certain obligations owed to the Lenders are secured.

C. Pursuant to the Guaranty and Collateral Agreement, each Grantor is required to execute and deliver to the Administrative Agent, for the ratable benefit of the Lenders, this Agreement.

D. Pursuant to the terms of the Guaranty and Collateral Agreement, each Grantor has granted to the Administrative Agent, for the benefit of the Lenders, a security interest in substantially all the assets of such Grantor, including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantors under the Credit Agreement and the Guaranty and Collateral Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement, each Grantor does hereby grant to the Administrative Agent, for the benefit of the Lenders, a continuing security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;

- (3) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark registration issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the “Trademark Collateral”);
- (4) each patent and patent application, including, without limitation, each patent and patent application referred to in Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (5) each patent license, including, without limitation, each patent license listed on Schedule 2 annexed hereto, together with all goodwill associated therewith; and
- (6) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in Schedule 2 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 2 and any patent licensed under any patent license listed on Schedule 2 annexed hereto (items 4 through 6 being herein collectively referred to as the “Patent Collateral”).

This security interest is granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Guaranty and Collateral Agreement and subject to limitations set forth therein. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Credit Agreement and Guaranty and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Guaranty and Collateral Agreement.

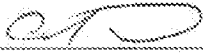
This Agreement shall be a contract made under and governed by the internal laws of the State of Illinois applicable to contracts made and to be performed entirely within such state, without regard to conflict of laws principles.

This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement. Receipt of an executed signature page to this Agreement by facsimile or other electronic transmission shall constitute effective delivery thereof. Electronic records of executed Loan Documents maintained by the Lenders shall be deemed to be originals.

[signature page follows]

The Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

TRICON WEAR SOLUTIONS LLC

By: 
Aaron J. VanGetson
Vice President and Assistant Secretary

Acknowledged:

CIBC BANK USA,
as Administrative Agent

By: _____
Olga Krasner
Managing Director

[Signature Page to Patent and Trademark Security Agreement]

TRADEMARK
REEL: 007698 FRAME: 0952

The Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

TRICON WEAR SOLUTIONS LLC

By: _____
Aaron J. VanGetson
Vice President and Assistant Secretary

Acknowledged:

CIBC BANK USA,
as Administrative Agent

By: *O. Krasner*
Olga Krasner
Managing Director

[Signature Page to Patent and Trademark Security Agreement]

TRADEMARK
REEL: 007698 FRAME: 0953

SCHEDULE 1
to
PATENT AND TRADEMARK SECURITY AGREEMENT

| MARK | FILE NUMBER | COUNTRY NAME | STATUS | DATE FILED | APPLICATION NUMBER | REGISTRATION DATE | REGISTRATION NUMBER |
|----------------|-------------|--------------------------|------------|--------------|--------------------|-------------------|---------------------|
| TRICON SUPER C | ATM-828AU1 | Canada | Registered | Dec 17, 1998 | 899596 | Oct 18, 2000 | TMA534961 |
| TRICON SUPER C | ATM-828CA1 | Indonesia | Registered | Feb 12, 2009 | R002008004701 | Feb 13, 2009 | IDM000193147 |
| TRICON SUPER C | ATM-828D1 | Mexico | Registered | Jan 4, 1999 | 358914 | Mar 24, 1999 | 603065 |
| TRICON SUPER C | ATM-828MX1 | Singapore | Registered | Dec 18, 1998 | 12583198 | Dec 18, 1998 | T98125831 |
| TRICON SUPER C | ATM-828SG1 | Thailand | Registered | Dec 28, 1998 | 377455 | May 1, 2000 | Kor112455 |
| TRICON SUPER C | ATM-828TH1 | United States of America | Registered | Nov 23, 1987 | 73696929 | Oct 4, 1988 | 1506789 |
| TRICON SUPER C | ATM-828US1 | | | | | | |

TRADEMARK
REEL: 007698 FRAME: 0954

[Signature Page to Patent and Trademark Security Agreement]

| | | | | | | | |
|----------------|------------|--------------------------|------------|--------------|---------------|--------------|--------------|
| TRICON SUPER X | ATM-829US1 | United States of America | Registered | Oct 14, 1986 | 73625086 | Aug 11, 1987 | 1451766 |
| | | Australia | Registered | Dec 17, 1998 | 781309 | Dec 17, 1998 | 781309 |
| TRI-BRAZE | ATM-831AU1 | Canada | Registered | Dec 17, 1998 | 899595 | Oct 18, 2000 | TMA534960 |
| | | Indonesia | Registered | Feb 12, 2009 | R002008004699 | Feb 13, 2009 | IDM000193145 |
| TRI-BRAZE | ATM-831ID1 | Mexico | Registered | Jan 4, 1999 | 358913 | Feb 25, 1999 | 602111 |
| TRI-BRAZE | ATM-831MX1 | United States of America | Registered | Dec 20, 1972 | 72444282 | Feb 5, 1974 | 0978006 |
| TRI-BRAZE | ATM-831US1 | Australia | Registered | Dec 17, 1998 | 781307 | Dec 17, 1998 | 781307 |
| TRICON | ATM-832AU1 | Canada | Registered | Dec 17, 1998 | 899593 | Oct 18, 2000 | TMA534985 |
| TRICON | ATM-832CA1 | | | | | | |

| | | | | | | | |
|----------------------------|---------------|--------------------------|------------|--------------|---------------|--------------|--------------|
| TRICON | ATM-832ID1 | Indonesia | Registered | Feb 12, 2009 | R002008004702 | Feb 13, 2009 | IDM000193148 |
| TRICON | ATM-832MX1 | Mexico | Registered | Jan 4, 1999 | 358912 | Mar 24, 1999 | 603064 |
| TRICON | ATM-832SG1 | Singapore | Registered | Dec 18, 1998 | T9812582J | Dec 18, 1998 | T9812582J |
| TRICON | ATM-832TH1 | Thailand | Registered | Dec 28, 1998 | 377452 | Mar 3, 2000 | Kor109490 |
| TRILLOY | ATM-835US1 | United States of America | Registered | Dec 20, 1972 | 72444277 | Feb 5, 1974 | 0978002 |
| TRICON & TRIANGULAR DEVICE | ATM-837AU1 | Australia | Registered | Dec 17, 1998 | 781308 | Dec 17, 1998 | 781308 |
| TRICON & TRIANGULAR DEVICE | ATM-837CA1 | Canada | Registered | Dec 17, 1998 | 899594 | Oct 18, 2000 | TMA534986 |
| TRICON & TRIANGULAR DEVICE | ATM-837ID1 | Indonesia | Registered | Feb 12, 2009 | R002008004700 | Feb 13, 2009 | IDM000193146 |
| EXTRUDE HONE ADDITIVE | 49122.40.9003 | United States of America | Pending | | | | |

TRADEMARK
REEL: 007698 FRAME: 0956

| | | | | | | | |
|-------------------------------|------------|-----------------------------|------------|-----------------|----------|--------------|-----------|
| EH (Arrow) | ATM-837MX1 | Mexico | Registered | Jan 4, 1999 | 358911 | Mar 30, 1999 | 604982 |
| TRICON & TRIANGULAR DEVICE | ATM-837SG1 | Singapore | Registered | Jan 12, 1999 | 24699 | Jan 12, 1999 | T9900246C |
| TRICON & TRIANGULAR DEVICE | ATM-837TH1 | Thailand | Registered | Dec 28, 1998 | 377453 | Mar 3, 2000 | Kor109489 |
| TRICON & TRIANGULAR DEVICE | ATM-837US1 | United States of America | Registered | Dec 20, 1972 | 72444280 | Feb 5, 1974 | 0978005 |

TRADEMARK

REEL: 007698 FRAME: 0957

SCHEDULE 2
to
PATENT AND TRADEMARK SECURITY AGREEMENT

| Country | Application No. | Filing Date | Internal Title |
|--------------------------|-----------------|-------------|---|
| Australia | 2011336937 | 22-Nov-11 | ABRASION RESISTANT STEEL, METHOD OF MANUFACTURING AN ABRASION RESISTANT STEEL AND ARTICLES MADE THEREFROM |
| Canada | 2817408 | 22-Nov-11 | ABRASION RESISTANT STEEL, METHOD OF MANUFACTURING AN ABRASION RESISTANT STEEL AND ARTICLES MADE THEREFROM |
| China | 201180056549.70 | 22-Nov-11 | ABRASION RESISTANT STEEL, METHOD OF MANUFACTURING AN ABRASION RESISTANT STEEL AND ARTICLES MADE THEREFROM |
| Germany | 112011103972.70 | 22-Nov-11 | ABRASION RESISTANT STEEL, METHOD OF MANUFACTURING AN ABRASION RESISTANT STEEL AND ARTICLES MADE THEREFROM |
| South Africa | 201302515 | 22-Nov-11 | ABRASION RESISTANT STEEL, METHOD OF MANUFACTURING AN ABRASION RESISTANT STEEL AND ARTICLES MADE THEREFROM |
| United States Of America | 129565590 | 30-Nov-10 | ABRASION RESISTANT STEEL, METHOD OF MANUFACTURING AN ABRASION RESISTANT STEEL AND ARTICLES MADE THEREFROM |