

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM726246

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WINSTON PRODUCTS LLC		01/27/2022	Limited Liability Company: OHIO
RECEIVING PARTY DATA			
Name:	KEYBANK NATIONAL ASSOCIATION, AS ADMINISTRATIVE AGENT		
Street Address:	127 Public Square		
Internal Address:	Attn: Commercial Banking		
City:	Cleveland		
State/Country:	OHIO		
Postal Code:	44114		
Entity Type:	National Banking Association: OHIO		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Registration Number:	4480485	RETRACT X	
Registration Number:	5303526	FLAT CAT SOLUTION	
Registration Number:	4672749	SWOPT	
Registration Number:	5752353	FLAT CAT TAK	
Registration Number:	3805381	BUNGEE X	
Registration Number:	3530019	RATCHET X	
Registration Number:	3982525	CARGOSMART	
Registration Number:	5381484	ECOCASE	
Registration Number:	3058750	QUADWINDER	
Registration Number:	5004180	X-TRACK	
Registration Number:	5838204	SMARTSTRAPS	
Registration Number:	4159899	CARBON X	
Registration Number:	4593604	TOWSMART	
Registration Number:	6169631	SECURE YOUR PASSION	
Registration Number:	3911438	SMARTSHINGLES	
Registration Number:	3370175	SMARTSTRAPS	
Registration Number:	5570940	SEE WHAT YOU'VE BEEN MISSING	
Registration Number:	4529882	CARGOCANYON	

OP \$540.00 4480485

Property Type	Number	Word Mark
Serial Number:	90244278	H HYDROTECH
Serial Number:	90067132	HYDROTECH
Registration Number:	6564425	HYDROTECH

CORRESPONDENCE DATA

Fax Number: 2165665800

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: 2165665546

Email: mae.smith@thompsonhine.com

Correspondent Name: Justin Powell

Address Line 1: 127 Public Square, 3900 Key Center

Address Line 2: Thompson Hine LLP

Address Line 4: Cleveland, OHIO 44114

NAME OF SUBMITTER: Justin Powell

SIGNATURE: /Justin Powell/

DATE SIGNED: 05/06/2022

Total Attachments: 19

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INTELLECTUAL PROPERTY SECURITY AGREEMENT
(Winston Products)

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as the same may from time to time be amended, restated or otherwise modified, this “Agreement”) is made effective as of the 27th day of January, 2022 by WINSTON PRODUCTS LLC, an Ohio limited liability company (the “Pledgor”), in favor of KEYBANK NATIONAL ASSOCIATION, a national banking association, as the administrative agent under the Credit Agreement, as hereinafter defined (the “Administrative Agent”), for the benefit of the Administrative Agent and the Lenders, as hereinafter defined.

1. Recitals.

Pledgor and the Subsidiary Borrowers, as defined in the Credit Agreement (together with their respective successors and assigns, collectively, “Borrowers” and individually, each a “Borrower”) are entering into that certain Credit and Security Agreement, dated as of the date hereof, with the lenders from time to time party thereto (together with their respective successors and assigns and any other additional lenders that become party to the Credit Agreement, collectively, the “Lenders” and, individually, each a “Lender”), and the Administrative Agent (as the same may from time to time be amended, restated or otherwise modified, the “Credit Agreement”). The Pledgor desires that the Lenders grant to it the financial accommodations as described in the Credit Agreement.

The Pledgor deems it to be in the direct pecuniary and business interests of the Pledgor that it obtain from the Lenders the Commitment, as defined in the Credit Agreement, and the Loans and Letters of Credit provided for in the Credit Agreement.

The Pledgor understands that the Lenders are willing to enter into the Credit Agreement and grant the financial accommodations provided for in the Credit Agreement only upon certain terms and conditions, one of which is that the Pledgor grant to the Administrative Agent, for the benefit of the Lenders, a security interest in the Collateral, as hereinafter defined, and this Agreement is being executed and delivered in consideration of the Lenders entering into the Credit Agreement and each financial accommodation granted to the Pledgor by the Lenders, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

2. Definitions. Except as specifically defined herein, (a) capitalized terms used herein that are not defined herein and that are defined in the Credit Agreement shall have their respective meanings ascribed to them in the Credit Agreement, and (b) unless otherwise defined in the Credit Agreement, terms that are defined in the Uniform Commercial Code (the “U.C.C.”) are used herein as so defined. As used in this Agreement, the following terms shall have the following meanings:

“Assignment” means an Assignment in the form of Exhibit A attached hereto.

“Collateral” means, collectively, all of the Pledgor’s existing and future right, title and interest in, to and under (a) industrial designs, patents, patent registrations, patent applications,

trademarks, trademark registrations, trademark applications, service marks, trade names, and copyright registrations and other intellectual property or registrations, whether federal, state or foreign, including, but not limited to, those listed on Schedule 1 hereto (as such Schedule 1 may from time to time be amended, supplemented or otherwise modified); (b) common law trademark rights, copyrights, rights in trade dress, publicity, works of authorship and other copyrightable material, improvements, and proprietary and confidential information, including, without limitation, sensitive data, plans, know-how, processes, formulae, algorithms and inventions; (c) renewals, continuations, extensions, reissues and divisions of any of the foregoing; (d) rights to sue for past, present and future infringements or any other commercial tort claims relating to any of the foregoing; (e) licenses and all income, revenue and royalties with respect to any licenses and all other payments earned under contract rights relating to any of the foregoing; (f) general intangibles and all intangible intellectual or similar property of the Pledgor connected with and symbolized by any of the foregoing; (g) goodwill associated with any of the foregoing; (h) all payments under insurance, including the returned premium upon any cancellation of insurance (whether or not the Administrative Agent or any Lender is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to any of the foregoing; and (i) Proceeds of any of the foregoing; provided that Excluded Collateral shall not constitute Collateral.

“Event of Default” means an event or condition that constitutes an Event of Default, as defined in Section 7.1 hereof.

“Excluded Collateral” means (a) any property or asset to the extent that the grant of a security interest in such property or asset is prohibited by applicable law, rule or regulation or requires a consent not obtained of any third party or governmental authority pursuant to applicable law, rule or regulation; and (b) any “intent-to-use” trademark application prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law.

“Obligations” means, collectively, (a) all Indebtedness and other obligations now owing or hereafter incurred by the Pledgor to the Administrative Agent, the Swing Line Lender, the Issuing Lender, or any Lender pursuant to the Credit Agreement and the other Loan Documents, and includes the principal of and interest on all Loans, and all obligations of the Pledgor or any other Credit Party pursuant to Letters of Credit; (b) each extension, renewal, consolidated or refinancing of any of the foregoing, in whole or in part; (c) the commitment and other fees, and any prepayment fees, payable pursuant to the Credit Agreement or any other Loan Document; (d) all fees and charges in connection with the Letters of Credit; (e) every other liability, now or hereafter owing to the Administrative Agent or any Lender by any Company or the Pledgor pursuant to the Credit Agreement or any other Loan Document; and (f) all Related Expenses; provided that Obligations of a Credit Party shall not include Excluded Swap Obligations owing from such Credit Party.

“Secured Obligations” means, collectively, (a) the Obligations, (b) all obligations and liabilities of the Companies owing to a Lender (or an entity that is an affiliate of a then existing

Lender) under Hedge Agreements, and (c) the Bank Product Obligations owing to a Lender (or an entity that is an affiliate of a then existing Lender) under Bank Product Agreements; provided that Secured Obligations of a Credit Party shall not include Excluded Swap Obligations owing from such Credit Party.

“USCO” means the United States Copyright Office in Washington, D.C.

“USPTO” means the United States Patent and Trademark Office in Alexandria, Virginia.

3. Grant of Security Interest. In consideration of and as security for the full and complete payment of all of the Secured Obligations, the Pledgor hereby agrees that the Administrative Agent shall at all times have, and hereby grants to the Administrative Agent, for the benefit of the Lenders, a security interest in all of the Collateral, including (without limitation) all of the Pledgor’s future Collateral, irrespective of any lack of knowledge by the Administrative Agent or the Lenders of the creation or acquisition thereof.

4. Representations and Warranties. The Pledgor hereby represents and warrants to the Administrative Agent and each Lender as follows:

4.1. The Pledgor owns all of the Collateral and, whether the same are registered or unregistered, no such Collateral has been adjudged invalid or unenforceable.

4.2. The Collateral is valid and enforceable, except as enforceability thereof may be limited by bankruptcy, insolvency, moratorium and similar laws.

4.3. The Pledgor has no knowledge of any material claim that the use of any of the Collateral does or may violate the rights of any Person.

4.4. Except for liens expressly permitted pursuant to Section 5.9 of the Credit Agreement, which list will apply equally to the Pledgor hereunder, the Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Collateral, free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by the Pledgor not to sue third Persons.

4.5. The Pledgor has full power, authority and legal right to pledge the Collateral and enter into this Agreement and perform its terms.

4.6. The Pledgor has used, and shall continue to use, for the duration of this Agreement, proper statutory notice in connection with its use of the Collateral, except where the failure to do so will not have a Material Adverse Effect.

5. Further Assignment Prohibited. Except to the extent permitted under the Credit Agreement, the Pledgor shall not enter into any agreement that violates the Pledgor’s obligations under this Agreement and shall not otherwise sell or assign its interest in, or grant any license or sublicense with respect to, any of the Collateral except in the ordinary course of business,

without the Administrative Agent's prior written consent. Absent such prior written consent, any attempted sale or license is null and void.

6. Standard Patent and Trademark Use. The Pledgor shall not use the Collateral in any manner that would jeopardize the validity or legal status thereof. The Pledgor shall comply in all material respects with all patent marking requirements as specified in 35 U.S.C. §287. The Pledgor shall use commercially reasonable efforts to conform its usage of any trademarks to standard trademark usage, including, but not limited to, using the trademark symbols ®, ™, and SM where appropriate.

7. Events of Default and Remedies.

7.1. The occurrence of an Event of Default, as defined in the Credit Agreement, shall constitute an Event of Default.

7.2. The Administrative Agent, for the benefit of the Lenders, shall at all times have the rights and remedies of a secured party under the U.C.C. and the Ohio Revised Code as in effect from time to time, in addition to the rights and remedies of a secured party provided elsewhere within this Agreement, any Note or any other Loan Document, or otherwise provided in law or equity.

7.3. The Pledgor expressly acknowledges that the Administrative Agent, on behalf of the Lenders, shall record this Agreement with the USCO and the USPTO, as appropriate. Contemporaneously herewith, the Pledgor shall execute and deliver to the Administrative Agent the Assignment, which Assignment shall have no force and effect and shall be held by the Administrative Agent in escrow until the occurrence and during the continuance of an Event of Default; provided, that, anything herein to the contrary notwithstanding, the security interest and collateral assignment granted herein shall be effective as of the date of this Agreement. After the occurrence and during the continuance of an Event of Default, the Assignment shall immediately take effect upon certification of such fact by an authorized officer of the Administrative Agent in the form reflected on the face of the Assignment and the Administrative Agent may, in its sole discretion, record the Assignment with the USCO and the USPTO, as appropriate, or in any appropriate office in any foreign jurisdiction in which such patent, trademark, copyright or other intellectual property interest is registered, or under whose laws such property interest has been granted.

7.4. If an Event of Default shall occur and during the continuance thereof, the Pledgor irrevocably authorizes and empowers the Administrative Agent, on behalf of the Lenders, to terminate the Pledgor's use of the Collateral and to exercise such rights and remedies as allowed by law. Without limiting the generality of the foregoing, after any delivery or taking of possession of the Collateral, or any thereof, pursuant to this Agreement, then, with or without resort to the Pledgor or any other Person or property, all of which the Pledgor hereby waives, and upon such terms and in such manner as the Administrative Agent may deem advisable, the Administrative Agent, on behalf of the Lenders, in its sole discretion, may sell, assign, transfer and deliver any of the Collateral, together with the associated goodwill, or any interest that the Pledgor may have therein, at any time, or from time to time. No prior notice need be given to the

Pledgor or to any other Person in the case of any sale of Collateral that the Administrative Agent determines to be declining speedily in value or that is customarily sold in any recognized market, but in any other case the Administrative Agent shall give the Pledgor no fewer than thirty days prior notice of either the time and place of any public sale of the Collateral or of the time after which any private sale or other intended disposition thereof is to be made. The Pledgor waives advertisement of any such sale and (except to the extent specifically required by the preceding sentence) waives notice of any kind in respect of any such sale. At any such public sale, the Administrative Agent or any Lender may purchase the Collateral, or any part thereof, free from any right of redemption, all of which rights the Pledgor hereby waives and releases. After deducting all Related Expenses, and after paying all claims, if any, secured by liens having precedence over this Agreement, the Administrative Agent may apply the net proceeds of each such sale to or toward the payment of the Secured Obligations, whether or not then due, in such order and by such division as the Administrative Agent, in its sole discretion, may deem advisable. Any excess, to the extent permitted by law, shall be paid to the Pledgor, and the obligors on the Secured Obligations shall remain liable for any deficiency. In addition, the Administrative Agent shall at all times have the right to obtain new appraisals of the Pledgor or the Collateral in accordance with the terms of the Credit Agreement.

8. Maintaining Collateral; Attorneys' Fees, Costs and Expenses. The Pledgor shall have the obligation and duty to perform all acts necessary to maintain or preserve the Collateral, provided that the Pledgor shall not be obligated to maintain any Collateral in the event the Pledgor determines, in the reasonable business judgment of the Pledgor, that the maintenance of such Collateral is no longer necessary in the Pledgor's business. Any and all reasonable fees, costs and expenses, of whatever kind or nature, including, without limitation, the reasonable attorneys' fees and legal expenses incurred by the Administrative Agent and the Lenders in connection with the amendment and enforcement of this Agreement, all renewals, required affidavits and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Collateral, shall be borne and paid by the Pledgor, upon demand by the Administrative Agent and, until so paid, shall be added to the principal amount of the Secured Obligations.

9. The Pledgor's Obligation to Prosecute. Except as otherwise agreed to by the Administrative Agent in writing, the Pledgor shall have the duty to prosecute in its reasonable business judgment any patent, trademark, service mark or copyright application pending as of the date of this Agreement or thereafter that in its reasonable business judgment is necessary for the business until the Secured Obligations shall have been paid in full (other than inchoate indemnification obligations for which no demand has been made), to file and prosecute opposition and cancellation proceedings and to do any and all acts that are necessary to preserve and maintain all rights in the Collateral that in its reasonable business judgment is necessary to the business, including, but not limited to, payment of any maintenance fees. Any expenses incurred in connection with the Collateral shall be borne by the Pledgor. The Pledgor shall not abandon any Collateral without the prior written consent of the Administrative Agent, unless

such abandonment will not have a Material Adverse Effect or such abandonment is in connection with the abandonment of a product or product line.

10. Administrative Agent's Right to Enforce. The Pledgor shall have the right to bring any opposition proceeding, cancellation proceeding or lawsuit in its own name to enforce or protect the Collateral. During the continuance of an Event of Default, the Administrative Agent, on behalf of the Lenders, shall have the right, but shall have no obligation, to join in any such action. The Pledgor shall promptly, upon demand, reimburse and indemnify the Administrative Agent and the Lenders for all damages and reasonable costs and expenses, including attorneys' fees, incurred by the Administrative Agent and the Lenders in connection with the provisions of this Section 10, in the event the Administrative Agent, on behalf of the Lenders, elects to join in any such action commenced by the Pledgor.

11. Power of Attorney. The Pledgor hereby authorizes and empowers the Administrative Agent, on behalf of the Lenders, to make, constitute and appoint any officer or agent of the Administrative Agent as the Administrative Agent may select, in its exclusive discretion, as the Pledgor's true and lawful attorney-in-fact, with the power to endorse, after the occurrence and during the continuance of an Event of Default, the Pledgor's name on all applications, documents, papers and instruments necessary for the Administrative Agent, on behalf of the Lenders, to use the Collateral, or to grant or issue any exclusive or nonexclusive license under the Collateral to any third party, or necessary for the Administrative Agent, on behalf of the Lenders, to assign, pledge, convey or otherwise transfer title in or dispose of the Collateral, together with associated goodwill, to any Person or Persons. This power of attorney shall be irrevocable for the life of this Agreement.

12. Administrative Agent's Right to Perform Obligations. If the Pledgor fails to comply with any of its obligations under this Agreement, the Administrative Agent, on behalf of the Lenders, may, but is not obligated to, do so in the name of the Pledgor or in the name of the Administrative Agent, on behalf of the Lenders, but at the Pledgor's expense, and the Pledgor hereby agrees to reimburse the Administrative Agent, upon request, in full for all reasonable expenses, including attorneys' fees, incurred by the Administrative Agent and the Lenders in protecting, defending and maintaining the Collateral.

13. Additional Documents. The Pledgor shall, upon written request of the Administrative Agent, enter into such additional documents or instruments as may be required by the Administrative Agent in order to effectuate, evidence or perfect the interest of the Administrative Agent and the Lenders in the Collateral, as evidenced by this Agreement.

14. New Collateral. If, before the Secured Obligations shall have been irrevocably paid in full and the Commitment terminated, the Pledgor shall obtain rights to any new Collateral, the provisions of this Agreement hereby shall automatically apply thereto as if the same were identified on Schedule 1 as of the date hereof and the Pledgor shall give the Administrative Agent written notice as set forth in the Credit Agreement.

15. Modifications for New Collateral. The Pledgor hereby authorizes the Administrative Agent to modify this Agreement by amending Schedule 1 hereto to include any

future Collateral as contemplated by Sections 1 and 14 hereof and, at the Administrative Agent's request, the Pledgor shall execute any documents or instruments required by the Administrative Agent in order to modify this Agreement as provided by this Section 15.

16. Notice. All notices, requests, demands and other communications provided for hereunder shall be in writing and, if to the Pledgor, mailed or delivered to it, addressed to it at the address specified on the signature pages of the Credit Agreement, if to the Administrative Agent or any Lender, mailed or delivered to it, addressed to the address of the Administrative Agent or such Lender specified on the signature pages of the Credit Agreement or, as to each party, at such other address as shall be designated by such party in a written notice to each of the other parties. All notices, statements, requests, demands and other communications provided for hereunder shall be deemed to be given or made when delivered (if received during normal business hours on a Business Day, such Business Day, otherwise the following Business Day) or two Business Days after being deposited in the mails with postage prepaid by registered or certified mail, addressed as aforesaid, or sent by electronic communication, in each case of electronic communication with telephonic confirmation of receipt. All notices pursuant to any of the provisions hereof shall not be effective until received.

17. No Waiver or Course of Dealing. No course of dealing between the Pledgor and the Administrative Agent or any Lender, nor any failure to exercise, nor any delay in exercising, on the part of the Administrative Agent or any such Lender, any right, power or privilege hereunder or under any of the Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

18. Remedies Cumulative. Each right, power or privilege specified or referred to in this Agreement is in addition to any other rights, powers and privileges that the Administrative Agent or the Lenders may have or acquire by operation of law, by other contract or otherwise. Each right, power or privilege may be exercised by the Administrative Agent and the Lenders either independently or concurrently with other rights, powers and privileges and as often and in such order as the Administrative Agent and the Lenders may deem expedient. All of the rights and remedies of the Administrative Agent and the Lenders with respect to the Collateral, whether established hereby or by the Loan Documents, or by any other agreements or by law shall be cumulative and may be executed singularly or concurrently.

19. Severability. The provisions of this Agreement are severable, and, if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

20. Modifications. This Agreement may be amended or modified only by a writing signed by the Pledgor and the Administrative Agent. No waiver or consent granted by the Administrative Agent and the Lenders in respect of this Agreement shall be binding upon the Administrative Agent and the Lenders unless specifically granted in writing, which writing shall be strictly construed.

21. Assignment and Successors. This Agreement shall not be assigned by the Pledgor without the prior written consent of the Administrative Agent. This Agreement shall be binding upon the Pledgor and the successors and permitted assigns of the Pledgor, and shall inure to the benefit of and be enforceable and exercisable by the Administrative Agent on behalf of and for the benefit of the Administrative Agent and the Lenders and their respective successors and permitted assigns. Any attempted assignment or transfer without the prior written consent of the Administrative Agent shall be null and void.

22. Entire Agreement. This Agreement integrates all of the terms and conditions with respect to the Collateral and supersedes all oral representations and negotiations and prior writings, if any, with respect to the subject matter hereof.

23. Headings; Execution. The headings and subheadings used herein are for convenience of reference only and shall be ignored in interpreting the provisions of this Agreement. This Agreement may be executed by facsimile or other electronic signature, which, when so executed and delivered, shall be deemed to be an original.

24. Governing Law; Submission to Jurisdiction. The provisions of this Agreement and the respective rights and duties of the Pledgor, the Administrative Agent and the Lenders hereunder shall be governed by and construed in accordance with Ohio law, without regard to conflicts of law principles. The Pledgor hereby irrevocably submits to the non-exclusive jurisdiction of any Ohio state or federal court sitting in Cleveland, Ohio, over any action or proceeding arising out of or relating to this Agreement, any Loan Document or any Related Writing, and the Pledgor hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such Ohio state or federal court. The Pledgor hereby irrevocably waives, to the fullest extent permitted by law, any objection it may now or hereafter have to the laying of venue in any such action or proceeding in any such court as well as any right it may now or hereafter have to remove such action or proceeding, once commenced, to another court on the grounds of FORUM NON CONVENIENS or otherwise. The Pledgor agrees that a final, nonappealable judgment in any such action or proceeding in any state or federal court in the State of Ohio shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

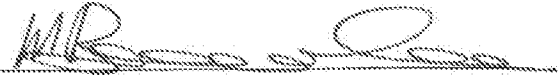
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JURY TRIAL WAIVER. THE PLEDGOR, TO THE EXTENT PERMITTED BY LAW, HEREBY WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, AMONG THE PLEDGOR, THE ADMINISTRATIVE AGENT AND THE LENDERS, OR ANY THEREOF, ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED AMONG THEM IN CONNECTION WITH THIS AGREEMENT OR ANY NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith OR THE TRANSACTIONS RELATED THERETO.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Intellectual Property Security Agreement as of the date first set forth above.

WINSTON PRODUCTS LLC

By: 
Winston Breeden, III
Manager

Signature Page to
Intellectual Property Security Agreement

TRADEMARK
REEL: 007714 FRAME: 0151

SCHEDULE 1

Patents:

See attached.

Copyrights:

See attached.

Trademarks:

See attached.

Citation	Title	Patent Type	Granted Date	Filed Date	Jurisdiction	Owner
6884050	GOLF CLUB GRIP	Granted-Utility	March 17, 2021	August 26, 2016	Japan	Winston Products LLC
201716044	WEIGHTED GOLF CLUB GRIP-1	Application	N/A	October 3, 2017	Australia	Winston Products LLC
20176043	WEIGHTED GOLF CLUB GRIP	Application	N/A	October 3, 2017	Australia	Winston Products LLC
2016370096	GOLF CLUB GRIP	Application	N/A	August 26, 2016	Australia	Winston Products LLC
2,951,556	CLEANING DEVICE	Application	N/A	June 10, 2015	Canada	Winston Products LLC
3,008,253	GOLF CLUB GRIP	Application	N/A	August 26, 2016	Canada	Winston Products LLC
184,763	TACTICAL RATCHET	Application	N/A	November 22, 2018	Canada	Winston Products LLC
184,764	TACTICAL PACKAGING	Application	N/A	November 22, 2018	Canada	Winston Products LLC
17811807.1	WEIGHTED GOLF CLUB GRIP	Application	N/A	November 28, 2017	European Patent Office	Winston Products LLC
2019-528575	WEIGHTED GOLF CLUB GRIP	Application	N/A	November 28, 2017	Japan	Winston Products LLC
10-2018-7020177	GOLF CLUB GRIP	Application	N/A	August 26, 2016	Republic of Korea	Winston Products LLC
10-2019-7018276	WEIGHTED GOLF CLUB GRIP	Application	N/A	November 28, 2017	Republic of Korea	Winston Products LLC
2,942,323	LIGHTED LOADING RAMP	Application	N/A	September 19, 2016	Canada	Winston Products LLC
3,051,398	TACTICAL CAM BUCKLE LOCKING MECHANISM	Application	N/A	August 7, 2019	Canada	Winston Products LLC
202010510	TACTICAL CAM BUCKLE LOCKING MECHANISM	Granted-Design	March 6, 2020	January 28, 2020	Australia	Winston Products LLC
202010511	TACTICAL CAM BUCKLE LOCKING MECHANISM	Granted-Design	March 6, 2020	January 28, 2020	Australia	Winston Products LLC
202010512	TACTICAL RATCHET PACKAGING	Granted-Design	March 6, 2020	January 28, 2020	Australia	Winston Products LLC
192557	CAM BUCKLE PACKAGING	Design	N/A	January 21, 2020	Canada	Winston Products LLC
192556	TACTICAL CAM BUCKLE	Design	N/A	January 21, 2020	Canada	Winston Products LLC
192558	TACTICAL RATCHET PACKAGING	Design	N/A	January 21, 2020	Canada	Winston Products LLC
197126	CARGO BAG	Design	N/A	July 24, 2020	Canada	Winston Products LLC
200467	RATCHET HANDLE	Granted-Design	January 29, 2021	November 22, 2018	Canada	Winston Products LLC
A2020/00094	TACTICAL CAM BUCKLE PACKAGING	Design	N/A	January 29, 2020	South Africa	Winston Products LLC
A2020/00095	TACTICAL CAM BUCKLE	Design	N/A	January 29, 2020	South Africa	Winston Products LLC
A2020/00097	TACTICAL RATCHET PACKAGING	Design	N/A	January 29, 2020	South Africa	Winston Products LLC
F2020/00096	TACTICAL CAM BUCKLE	Design	N/A	January 29, 2020	South Africa	Winston Products LLC
201614838/201614839	PULLER GRIP	Granted-Design	September 1, 2016	September 1, 2016	Australia	Winston Products LLC
201616120	RATCHET HANDLE	Granted-Design	November 28, 2016	October 31, 2016	Australia	Winston Products LLC
201617038	STORAGE CASE	Granted-Design	January 11, 2017	December 13, 2016	Australia	Winston Products LLC
201714352	RATCHET HANDLE	Granted-Design	August 9, 2017	July 24, 2017	Australia	Winston Products LLC
201714353	Ratchet Handle	Granted-Design	August 9, 2017	July 24, 2017	Australia	Winston Products LLC
201715153	RAMP	Granted-Design	September 29, 2017	August 30, 2017	Australia	Winston Products LLC
201817033	TACTICAL PACKAGING	Granted-Design	September 29, 2017	August 30, 2017	Australia	Winston Products LLC
201817040	TACTICAL RATCHET	Granted-Design	January 3, 2019	November 23, 2018	Australia	Winston Products LLC
163,272	LOCKING DEVICE	Granted-Design	January 4, 2019	November 23, 2018	Australia	Winston Products LLC
165,776	FEMALE CONNECTOR FOR A CLEANING DEVICE	Granted-Design	March 2, 2017	December 4, 2015	Canada	Winston Products LLC
165,775	MALE CONNECTOR FOR A CLEANING DEVICE	Granted-Design	March 2, 2017	December 4, 2015	Canada	Winston Products LLC
165,777	MERCHANDIZING HANGER	Granted-Design	August 5, 2016	December 4, 2015	Canada	Winston Products LLC
166,421	SUBSTRATE WITH CAMOUFLAGE PATTERN	Granted-Design	August 24, 2018	December 4, 2015	Canada	Winston Products LLC
168,209	TOOL HOLDER	Granted-Design	January 16, 2017	April 27, 2016	Canada	Winston Products LLC
168,210	ROTATING BEAM SOCKET	Granted-Design	January 24, 2017	April 27, 2016	Canada	Winston Products LLC
168,211	ADJUSTABLE BRACKET	Granted-Design	February 3, 2017	April 27, 2016	Canada	Winston Products LLC
168,115	CABINET	Granted-Design	November 27, 2017	April 27, 2016	Canada	Winston Products LLC
170,263	GOLF PUTTER GRIP DESIGN	Granted-Design	February 8, 2019	September 2, 2016	Canada	Winston Products LLC
171,231	RATCHET HANDLE	Granted-Design	February 8, 2019	September 2, 2016	Canada	Winston Products LLC
172,030	STORAGE CASE	Granted-Design	June 27, 2018	October 31, 2016	Canada	Winston Products LLC
173,958	PUTTER GRIP	Granted-Design	June 7, 2018	December 13, 2016	Canada	Winston Products LLC
175,370	STORAGE CASE	Granted-Design	February 8, 2019	September 2, 2016	Canada	Winston Products LLC
176,019	RATCHET HANDLE	Granted-Design	June 7, 2018	December 13, 2016	Canada	Winston Products LLC
176,018	RATCHET HANDLE	Granted-Design	June 27, 2018	July 14, 2017	Canada	Winston Products LLC
176696	RAMP	Granted-Design	October 24, 2018	July 24, 2017	Canada	Winston Products LLC
177,474	WEIGHTED GOLF CLUB GRIP	Granted-Design	February 8, 2019	October 31, 2017	Canada	Winston Products LLC
177,682	DUST PAN ATTACHMENT	Granted-Design	September 12, 2018	October 13, 2017	Canada	Winston Products LLC
178,996	SUBSTRATE WITH CAMOUFLAGE PATTERN	Granted-Design	August 24, 2018	January 19, 2016	Canada	Winston Products LLC
180,813	CA/DDV - RAMP	Granted-Design	October 24, 2018	August 31, 2017	Canada	Winston Products LLC
158691	GRAVITY FED DISPLAY RACK FOR HITCH BALLS	Granted-Design	April 28, 2015	September 11, 2014	Canada	Winston Products LLC
158692	GRAVITY FED DISPLAY RACK FOR MULT-BALL MOUNTS	Granted-Design	April 28, 2015	September 11, 2014	Canada	Winston Products LLC
159046	TRAILER HITCH COUPLER	Granted-Design	June 29, 2015	October 8, 2014	Canada	Winston Products LLC

0029000407-001/002	SWOPT-FEMALE CONNECTOR	Granted-Design	January 26, 2016	December 8, 2015	European Union	Winston Products LLC
0029000407-001/0002	MALE AND FEMALE CONNECTOR	Granted-Design	December 8, 2015	December 8, 2015	European Union	Winston Products LLC
0029000381-001	T-HANGER	Granted-Design	December 8, 2015	December 8, 2015	European Union	Winston Products LLC
003361096-1/2	PUTTER GRIP	Granted-Design	September 1, 2016	September 1, 2016	European Union	Winston Products LLC
004383271-000001/2/3/4/5	WEIGHTED GOLF CLUB GRIP	Granted-Design	November 10, 2017	October 3, 2017	European Union	Winston Products LLC
1580993	PUTTER GRIP	Granted-Design	June 16, 2017	September 2, 2016	Japan	Winston Products LLC
1585899	PUTTER GRIP	Granted-Design	August 18, 2017	May 2, 2017	Japan	Winston Products LLC
30-892905-1	GOLF PUTTER GRIP	Granted-Design	January 31, 2017	September 2, 2016	Republic of Korea	Winston Products LLC
30-892905-2	GOLF PUTTER GRIP	Granted-Design	January 31, 2017	September 2, 2016	Republic of Korea	Winston Products LLC
A2016/01662	RATCHET HANDLE	Granted-Design	November 13, 2017	November 1, 2016	South Africa	Winston Products LLC
A2016/01898	STORAGE CASE	Granted-Design	August 17, 2017	December 13, 2016	South Africa	Winston Products LLC
F2016/01899	STORAGE CASE	Granted-Design	August 17, 2017	December 13, 2016	South Africa	Winston Products LLC
A2017/01134	RATCHET HANDLE	Granted-Design	January 8, 2019	July 21, 2017	South Africa	Winston Products LLC
A2017/01135	RATCHET HANDLE	Granted-Design	March 14, 2019	July 21, 2017	South Africa	Winston Products LLC
A2018/01815	TACTICAL RATCHET	Granted-Design	July 16, 2019	November 23, 2018	South Africa	Winston Products LLC
A2018/01816	TACTICAL PACKAGING	Granted-Design	July 16, 2019	November 23, 2018	South Africa	Winston Products LLC
D186260	PUTTER GRIP	Granted-Design	October 21, 2017	September 5, 2016	Taiwan R.O.C.	Winston Products LLC
US PAT APP 16/527,605	CAM BUCKLE	Application	N/A	July 31, 2019	United States	Winston Products LLC
US PAT APP 17/060,563	TACTICAL CAM BUCKLE	Application	N/A	October 1, 2020	United States	Winston Products LLC
US PAT APP 17/152,949	CLEANING DEVICE	Application	N/A	January 20, 2021	United States	Winston Products LLC
US PAT APP 17/335,414	CAM BUCKLE	Application	N/A	June 1, 2021	United States	Winston Products LLC
US PAT APP 17/335,414	CAM BUCKLE	Application	N/A	June 24, 2021	United States	Winston Products LLC
PCT/US2021/038903	EXPANDABLE HOSE	Application	N/A	June 24, 2021	United States	Winston Products LLC
US DES PAT APP 29/621,908	SUBSTRATE WITH CAMOUFLAGE PATTERN	Application	N/A	October 12, 2017	United States	Winston Products LLC
US DES PAT APP 29/700,125	STORAGE CASE	Application	N/A	July 31, 2019	United States	Winston Products LLC
US DES PAT APP 29/700,128	CAM BUCKLE	Application	N/A	July 31, 2019	United States	Winston Products LLC
US DES PAT APP 29/700,129	STORAGE CASE	Application	N/A	July 31, 2019	United States	Winston Products LLC
US PAT D826017	RATCHET HANDLE	Granted-Design	August 21, 2018	January 24, 2017	United States	Winston Products LLC
US PAT D820058	RATCHET HANDLE	Granted-Design	June 12, 2018	January 24, 2017	United States	Winston Products LLC
US PAT D832667	RATCHET AND DISPLAY	Granted-Design	November 06, 2018	March 24, 2017	United States	Winston Products LLC
US PAT D776947	MERCHANDISING HANGER	Granted-Design	January 24, 2017	June 10, 2015	United States	Winston Products LLC
US PAT D768251	PUTTER GRIP	Granted-Design	October 04, 2016	March 04, 2016	United States	Winston Products LLC
US PAT D772361	PUTTER GRIP	Granted-Design	November 22, 2016	March 26, 2016	United States	Winston Products LLC
US PAT D810851	PUTTER GRIP	Granted-Design	February 20, 2018	October 03, 2016	United States	Winston Products LLC
US PAT D800612	DISPLAY STAND	Granted-Design	October 24, 2017	October 20, 2016	United States	Winston Products LLC
US PAT D798012	MALE CONNECTOR	Granted-Design	September 19, 2017	June 10, 2015	United States	Winston Products LLC
US PAT D789182	ADJUSTABLE BRACKET	Granted-Design	June 13, 2017	October 27, 2015	United States	Winston Products LLC
US PAT D819912	DUST PAN ATTACHMENT	Granted-Design	June 05, 2018	April 14, 2017	United States	Winston Products LLC
US PAT D809236	FEMALE CONNECTOR FOR A CLEANING HEAD	Granted-Design	January 30, 2018	June 10, 2015	United States	Winston Products LLC
US PAT D820549	RAMP	Granted-Design	June 12, 2018	March 07, 2017	United States	Winston Products LLC
US PAT D826016	RATCHET HANDLE	Granted-Design	August 21, 2018	May 02, 2016	United States	Winston Products LLC
US PAT D793852	TOOL HOLDER	Granted-Design	August 08, 2017	October 27, 2015	United States	Winston Products LLC
US PAT D666894	RATCHET TIE-DOWN HANDLE	Granted-Design	July 30, 2013	December 13, 2011	United States	Winston Products LLC
US PAT D731825	MERCHANDISING CONTAINERS FOR VEHICLE LIGHTS	Granted-Design	June 16, 2015	January 15, 2014	United States	Winston Products LLC
US PAT D731214	MERCHANDISING CONTAINERS FOR VEHICLE LIGHTS	Granted-Design	June 09, 2015	January 15, 2014	United States	Winston Products LLC
US PAT D731826	MERCHANDISING CONTAINERS FOR VEHICLE LIGHTS	Granted-Design	June 16, 2015	January 15, 2014	United States	Winston Products LLC
US PAT D787304	BEAM SOCKET	Granted-Design	May 23, 2017	October 27, 2015	United States	Winston Products LLC
US PAT D805377	RATCHET WITH CAMOUFLAGE PATTERN	Granted-Design	December 19, 2017	July 21, 2015	United States	Winston Products LLC
US PAT D732280	LOCKING DEVICE	Granted-Design	December 06, 2016	July 08, 2015	United States	Winston Products LLC
US PAT D798128	GRIP ACCESSORY	Granted-Design	September 26, 2017	March 18, 2016	United States	Winston Products LLC
US PAT D832624	CABINET	Granted-Design	November 06, 2018	October 27, 2015	United States	Winston Products LLC
US PAT D836737	WEIGHTED GOLF CLUB GRIP	Granted-Design	December 25, 2018	April 04, 2017	United States	Winston Products LLC
US PAT D707220	MOBILE DEVICE HOLDER	Granted-Design	June 17, 2014	November 20, 2013	United States	Winston Products LLC
US PAT D798139	CLAMP	Granted-Design	September 26, 2017	December 29, 2015	United States	Winston Products LLC
US PAT D737735	TRAILER HITCH COUPLER	Granted-Design	September 01, 2015	April 30, 2014	United States	Winston Products LLC
US PAT D720992	GRAVITY FED DISPLAY RACK FOR HITCH BALLS	Granted-Design	January 13, 2015	March 13, 2014	United States	Winston Products LLC
US PAT D721905	GRAVITY FED DISPLAY RACK FOR MULTIBALL MOUNTS	Granted-Design	February 03, 2015	March 13, 2014	United States	Winston Products LLC
US PAT D844409	GRIP ACCESSORY	Granted-Design	April 2, 2019	August 29, 2017	United States	Winston Products LLC
US PAT D862885	STORAGE CASE	Granted-Design	October 15, 2019	March 13, 2016	United States	Winston Products LLC
US PAT D894700	OPEN HANDLE RATCHET	Granted-Design	September 1, 2020	March 16, 2018	United States	Winston Products LLC
US PAT D877586	RATCHET HANDLE	Granted-Design	March 10, 2020	May 23, 2018	United States	Winston Products LLC

US PAT D904785	STORAGE CASE	Granted-Design	December 15, 2020	May 23, 2018	United States	Winston Products LLC
US PAT D848104	RAMP	Granted-Design	May 7, 2019	April 4, 2018	United States	Winston Products LLC
US PAT 10836299	RATCHET TIE DOWN	Granted-Utility	November 17, 2020	May 23, 2018	United States	Winston Products LLC
US PAT 10400999	LIGHTED LOADING RAMP	Granted-Utility	September 3, 2019	September 19, 2016	United States	Winston Products LLC
US PAT 10940581	CLEANING DEVICE	Granted-Utility	March 9, 2021	June 10, 2015	United States	Winston Products LLC
US PAT 94415716	CONNECTOR HAVING MULTIPLE DIRECTION CONNECTIVITY	Granted-Utility	August 16, 2016	September 12, 2014	United States	Winston Products LLC
US PAT 9242522	COUPLER LOCK	Granted-Utility	January 26, 2016	October 03, 2014	United States	Winston Products LLC
US PAT 9517714	CONNECTOR ANCHOR HAVING MULTIPLE DIRECTION CONNECTIVITY	Granted-Utility	December 13, 2016	May 19, 2016	United States	Winston Products LLC
US PAT 9902224	TRAILER HITCH COUPLER LOCKING DEVICE	Granted-Utility	February 27, 2018	July 08, 2015	United States	Winston Products LLC
US PAT 10099097	GOLF CLUB GRIP	Granted-Utility	October 16, 2018	August 26, 2016	United States	Winston Products LLC
US PAT 9797422	SHEET MATERIAL CLAMP	Granted-Utility	October 24, 2017	December 29, 2015	United States	Winston Products LLC
US PAT 9856075	REUSABLE TIE DOWN STORAGE CASE	Granted-Utility	January 02, 2018	June 13, 2016	United States	Winston Products LLC
US PAT 8382147	RAISED RAILS HITCH	Granted-Utility	February 26, 2013	May 26, 2011	United States	Winston Products LLC
US PAT 8376151	MERCHANDISING AND DISPLAYING OF TOWING PRODUCTS	Granted-Utility	February 19, 2013	November 18, 2010	United States	Winston Products LLC
US PAT 7131608	RETAIL PACKAGE FOR WINDING AND STORAGE OF STRAPS	Granted-Utility	November 07, 2006	January 07, 2005	United States	Winston Products LLC
US PAT 9221631	LOADING RAMP	Granted-Utility	December 29, 2015	July 10, 2014	United States	Winston Products LLC
US PAT 9193295	SEPARATE STRAP STORAGE IN A RATCHET ARRANGEMENT	Granted-Utility	November 24, 2015	December 22, 2009	United States	Winston Products LLC
US PAT 9090136	HITCH PIN	Granted-Utility	July 28, 2015	March 08, 2012	United States	Winston Products LLC
US PAT 8099836	RATCHET TIE-DOWN	Granted-Utility	January 24, 2012	September 19, 2008	United States	Winston Products LLC
US PAT 9327564	HITCH BALL MOUNT	Granted-Utility	May 03, 2016	February 10, 2011	United States	Winston Products LLC
US PAT 8973222	RETRACTABLE RATCHETING TIE DOWN	Granted-Utility	March 10, 2015	March 16, 2012	United States	Winston Products LLC
US PAT 7942360	RETRACTABLE TOW STRAP	Granted-Utility	May 17, 2011	August 15, 2006	United States	Winston Products LLC
US PAT 8662365	HARD-SHELL CARGO CARRIER	Granted-Utility	March 04, 2014	November 22, 2011	United States	Winston Products LLC
US PAT 10062752	MERCHANDISING SYSTEM FOR DISPLAYING CLEANING DEVICES	Granted-Utility	August 21, 2018	August 31, 2016	United States	Winston Products LLC
US PAT 10227175	REUSABLE TIE DOWN STORAGE CASE	Granted-Utility	March 12, 2019	November 07, 2017	United States	Winston Products LLC
US PAT 10370206	LOADING RAMP	Granted-Utility	August 6, 2019	March 07, 2017	United States	Winston Products LLC
US PAT 10293231	WEIGHTED GOLF CLUB GRIP	Granted-Utility	May 21, 2019	November 28, 2017	United States	Winston Products LLC
US PAT 7874047	RETRACTABLE SELF-CONTAINED TIE-DOWN	Granted-Utility	January 25, 2011	November 15, 2006	United States	Winston Products LLC
2016277141	RETRACTABLE SELF-CONTAINED TIE-DOWN	Granted-Utility	June 20, 2019	June 13, 2016	Australia	Winston Products LLC
2006315370	RETRACTABLE SELF-CONTAINED TIE-DOWN	Granted-Utility	June 14, 2012	November 15, 2006	Australia	Winston Products LLC
2,987,944	REUSABLE TIE DOWN STORAGE CASE	Granted-Utility	December 3, 2019	June 13, 2016	Canada	Winston Products LLC
2,721,776	MERCHANDISING AND DISPLAYING OF TOWING PRODUCTS	Granted-Utility	July 15, 2014	November 18, 2010	Canada	Winston Products LLC
2,731,446	HITCH MOUNT BALL	Granted-Utility	June 2, 2015	February 10, 2011	Canada	Winston Products LLC
2,741,220	RAISED RAILS HITCH	Granted-Utility	January 14, 2014	May 27, 2011	Canada	Winston Products LLC
2863482	CONNECTOR HAVING MULTIPLE DIRECTION CONNECTIVITY	Granted-Utility	February 20, 2018	September 12, 2014	Canada	Winston Products LLC
2866662	COUPLER LOCK	Granted-Utility	February 20, 2018	October 3, 2014	Canada	Winston Products LLC
2889621	CONNECTOR ANCHOR HAVING MULTIPLE DIRECTION CONNECTIVITY	Granted-Utility	February 20, 2018	April 24, 2015	Canada	Winston Products LLC
2017707864	REUSABLE TIE DOWN STORAGE CASE	Granted-Utility	August 29, 2018	June 13, 2016	South Africa	Winston Products LLC

Basis of Copyright Claim Code	Type of Work	Registration Number/ Date:	Copyright Number	Publication YR.	Application Title	Claimant
S Art work	Visual Material	VAu001225927 / 2015-07-20	VAu001225927	2015	Glenwillow Camouflage	Winston Products, LLC.

Mark	Status	Application No.	Registration No.	Filed Date	Registration Date	Jurisdiction	Owner
RETRACT X	Registered	85957710	FEDTM 4480485	June 12, 2013	February 11, 2014	U.S. Federal	Winston Products LLC
FLAT CAT SOLUTION	Registered	87324071	FEDTM 5303526	February 03, 2017	October 03, 2017	U.S. Federal	Winston Products LLC
SWOPT	Registered	86089276	FEDTM 4672749	October 11, 2013	January 13, 2015	U.S. Federal	Winston Products LLC
FLAT CAT TAK	Registered	87728231	FED TM 5752353	December 20, 2017	May 14, 2019	U.S. Federal	Winston Products LLC
BUNGEE X	Registered	77601133	FEDTM 3805381	October 27, 2008	June 22, 2010	U.S. Federal	Winston Products LLC
RATCHET X	Registered	77299062	FEDTM 3530019	October 09, 2007	November 11, 2008	U.S. Federal	Winston Products LLC
CARGOSMART	Registered	85015882	FEDTM 3982525	April 16, 2010	June 21, 2011	U.S. Federal	Winston Products LLC
ECOCASE	Registered	87056522	FEDTM 5381484	June 01, 2016	January 16, 2018	U.S. Federal	Winston Products LLC
QUADWINDER	Registered	78436241	FEDTM 3058750	June 16, 2004	February 14, 2006	U.S. Federal	Winston Products LLC
X-TRACK	Registered	86485901	FEDTM 5004180	December 19, 2014	July 19, 2016	U.S. Federal	Winston Products LLC
SMARTSTRAPS Design	Registered	88202547	FED TM 5838204	November 21, 2018	August 20, 2019	U.S. Federal	Winston Products LLC
CARBON X	Registered	85193837	FEDTM 4159899	December 09, 2010	June 19, 2012	U.S. Federal	Winston Products LLC
TOWSMART	Registered	85800546	FEDTM 4593604	December 12, 2012	August 26, 2014	U.S. Federal	Winston Products LLC
SECURE YOUR PASSION	Registered	87311423	FED TM 6169631	January 24, 2017	October 6, 2020	U.S. Federal	Winston Products LLC
SMARTSHINGLES	Registered	77388659	FEDTM 3911438	February 01, 2008	January 25, 2011	U.S. Federal	Winston Products LLC
SMARTSTRAPS	Registered	78436231	FEDTM 3370175	June 16, 2004	January 15, 2008	U.S. Federal	Winston Products LLC
SEE WHAT YOU'VE BEEN	Registered	86758541	FEDTM 5570940	September 16, 2015	September 25, 2018	U.S. Federal	Winston Products LLC
CARGOCANYON	Registered	85233407	FEDTM 4529882	February 03, 2011	May 13, 2014	U.S. Federal	Winston Products LLC
FLAT CAT EYE Design	Registered	2016-032701	5871764	Mar 24, 2016	Aug 5, 2016	Japan	Winston Products LLC
FLAT CAT	Registered	2016-032700	5871763	Mar 24, 2016	Aug 5, 2016	Japan	Winston Products LLC
FLAT CAT EYE Design	Registered	2016/07564	201607564	Mar 17, 2016	Mar 17, 2016	South Africa	Winston Products LLC
FLAT CAT	Registered	2016/07553	201607553	Mar 17, 2016	Mar 17, 2016	South Africa	Winston Products LLC
FLAT CAT EYE Design	Registered	01760141	1760141	Mar 21, 2016	Mar 21, 2016	Australia	Winston Products LLC
FLAT CAT	Registered	01760140	1760140	Mar 21, 2016	Mar 21, 2016	Australia	Winston Products LLC
FLAT CAT EYE Design	Registered	015269079	015269079	Mar 23, 2016	Jul 20, 2016	European Union	Winston Products LLC
FLAT CAT	Registered	015268477	015268477	Mar 23, 2016	Jul 7, 2016	European Union	Winston Products LLC
FLAT CAT EYE Design	Registered	1.772.927	TMA1014454	Mar 18, 2016	Feb 4, 2019	Canada	Winston Products LLC
FLAT CAT	Registered	1.772.926	TMA1014457	Mar 18, 2016	Feb 4, 2019	Canada	Winston Products LLC
FLAT CAT EYE Design	Registered	40-2016-23661	401233553	Mar 31, 2016	Feb 15, 2017	Republic of Korea	Winston Products LLC
FLAT CAT	Registered	40-2016-23658	401233562	Mar 31, 2016	Feb 15, 2017	Republic of Korea	Winston Products LLC
ECOCASE	Registered	2016/34593	201634593	Nov 24, 2016	Nov 24, 2016	South Africa	Winston Products LLC
SECURE YOUR PASSION	Registered	1860904	1860904	Jul 24, 2017	Nov 22, 2017	Australia	Winston Products LLC
FLAT CAT SOLUTION	Registered	40-2017-95115	401344805	Jul 27, 2017	Mar 27, 2018	Republic of Korea	Winston Products LLC
FLAT CAT SOLUTION	Registered	1.850.667	TMA1016693	Aug 2, 2017	Mar 7, 2019	Canada	Winston Products LLC
FLAT CAT SOLUTION	Registered	017033961	017033961	Jul 27, 2017	Nov 9, 2017	European Union	Winston Products LLC
FLAT CAT SOLUTION	Registered	1861966	1861966	Jul 27, 2017	Nov 15, 2017	Australia	Winston Products LLC
FLAT CAT SOLUTION	Registered	2017/21443	201721443	Jul 27, 2017	Feb 3, 2017	South Africa	Winston Products LLC
SECURE YOUR PASSION	Registered	2017-100958	5989626	Jul 31, 2017	Oct 20, 2017	Japan	Winston Products LLC
ECOCASE Design	Pending	1.848.913	TMA1070634	July 24, 2017	January 23, 2020	Canada	Winston Products LLC
ECOCASE Design	Pending	1.896.960	N/A	May 2, 2018	N/A	Canada	Winston Products LLC
SMARTSTRAPS Design	Registered	1969007	1969007	November 15, 2018	November 15, 2019	Australia	Winston Products LLC
RATCHET X	Pending	1.932.836	N/A	Nov 28, 2018	N/A	Canada	Winston Products LLC
RATCHET X	Registered	1.633.759	1633759	July 10, 2014	July 10, 2014	Australia	Winston Products LLC
RATCHET X	Registered	840252242	840252242	August 31, 2012	September 8, 2015	Brazil	Winston Products LLC
RATCHET X	Registered	1589140	TMA877509	August 7, 2012	May 8, 2014	Canada	Winston Products LLC
RATCHET X	Registered	1.237.592	1.393.336	November 21, 2012	August 27, 2013	Mexico	Winston Products LLC
RATCHET X	Registered	1.001.389	1.001.389	July 15, 2014	July 15, 2014	New Zealand	Winston Products LLC
SMARTSTRAPS	Registered	1399398	1,399,398	December 31, 2010	July 22, 2011	Australia	Winston Products LLC

SMARTSTRAPS	Registered	840252277	840252277	August 31, 2012	February 27, 2018	Brazil	Winston Products LLC
SMARTSTRAPS	Registered	1589145	TMA877.491	August 7, 2012	May 8, 2014	Canada	Winston Products LLC
SMARTSTRAPS	Registered	9077585	9077585	January 21, 2011	February 14, 2014	China	Winston Products LLC
SMARTSTRAPS	Registered	9608431	9608431	December 17, 2010	May 27, 2011	EPO	Winston Products LLC
SMARTSTRAPS	Registered	1,322,307	1,592,903	October 31, 2012	November 25, 2015	Mexico	Winston Products LLC
SMARTSTRAPS	Registered	1,001,392	1,001,392	July 15, 2014	July 15, 2014	New Zealand	Winston Products LLC
CARBON X	Registered	1518038	TMA871.831	March 7, 2011	February 20, 2014	Canada	Winston Products LLC
TOWSMART	Registered	1623901	TMA1,005,409	April 24, 2013	September 21, 2018	Canada	Winston Products LLC
SMARTSTRAPS	Registered	1,633,927	1,633,927	July 11, 2014	July 11, 2014	Australia	Winston Products LLC
SMARTSTRAPS	Registered	1,001,371	1,001,371	July 15, 2014	July 15, 2014	New Zealand	Winston Products LLC
RATCHET X	Registered	1,633,967	1,633,967	July 11, 2014	July 11, 2014	Australia	Winston Products LLC
RATCHET X	Registered	1,001,379	1,001,379	July 15, 2014	July 15, 2014	New Zealand	Winston Products LLC
SMARTSTRAPS	Registered	1,633,935	1633935	July 11, 2014	July 11, 2014	Australia	Winston Products LLC
SMARTSTRAPS	Registered	1,001,376	1001376	July 15, 2014	July 15, 2014	New Zealand	Winston Products LLC
RATCHET X	Registered	1,633,976	1,633,976	July 11, 2014	July 11, 2014	Australia	Winston Products LLC
RATCHET X	Registered	1,001,386	1,001,386	July 15, 2014	July 15, 2014	New Zealand	Winston Products LLC
X-TRACK	Registered	1,692,777	1,692,777	May 11, 2015	May 11, 2015	Australia	Winston Products LLC
X-TRACK	Registered	1727436	992191	May 8, 2015	March 9, 2018	Canada	Winston Products LLC
SWOPT	Pending	2037726	N/A	July 2, 2020	N/A	Canada	Winston Products LLC
HYDROTECH	Pending	2061583	N/A	November 3, 2020	N/A	Canada	Winston Products LLC
FLAT CAT	Registered	45499318	45499318	April 16, 2020	February 21, 2021	China	Winston Products LLC
HYDROTECH (IC 017)	Pending	51202689	N/A	November 12, 2020	N/A	China	Winston Products LLC
HYDROTECH (IC 021)	Pending	51209412	N/A	November 12, 2020	N/A	China	Winston Products LLC
HYDROTECH	Pending	18332679	N/A	November 5, 2020	N/A	European Union	Winston Products LLC
HYDROTECH (design)	Pending	90244278	N/A	October 9, 2020	N/A	U.S. Federal	Winston Products LLC
HYDROTECH	Pending	90067132	N/A	July 22, 2020	N/A	U.S. Federal	Winston Products LLC
HYDROTECH (IC 017)	Pending	2021/20261	N/A	July 6, 2021	N/A	South Africa	Winston Products LLC
HYDROTECH (IC 021)	Pending	2021/20262	N/A	July 6, 2021	N/A	South Africa	Winston Products LLC
HYDROTECH (IC 021)	Pending	2192114	N/A	July 6, 2021	N/A	Australia	Winston Products LLC
HYDROTECH (design)	Pending	56725522	N/A	July 7, 2021	N/A	China	Winston Products LLC
SMARTSTRAPS TACTICAL	Pending	3725254	N/A	November 24, 2021	N/A	UK	Winston Products LLC
SMARTSTRAPS TACTICAL	Pending	18610494	N/A	November 29, 2021	N/A	European Union	Winston Products LLC
CARBON X	Pending	3715206	N/A	October 28, 2021	N/A	UK	Winston Products LLC
CARBON X	Pending	18590464	N/A	October 29, 2021	N/A	European Union	Winston Products LLC
RATCHET X	Pending	3715210	N/A	October 28, 2021	N/A	UK	Winston Products LLC
RATCHET X	Pending	18590460	N/A	October 29, 2021	N/A	European Union	Winston Products LLC
HYDROTECH	Registered	90975615	FEDTM 6564425	July 22, 2020	November 16, 2021	U.S. Federal	Winston Products LLC

EXHIBIT A
FORM OF ASSIGNMENT

THIS DOCUMENT SHALL BE HELD BY THE ADMINISTRATIVE AGENT, FOR THE BENEFIT OF THE LENDERS, IN ESCROW PURSUANT TO AND IN ACCORDANCE WITH THE PROVISIONS OF THE INTELLECTUAL PROPERTY SECURITY AGREEMENT (THE "AGREEMENT"), DATED AS OF JANUARY 27, 2022, EXECUTED BY WINSTON PRODUCTS LLC, AN OHIO LIMITED LIABILITY COMPANY (THE "PLEDGOR"), IN FAVOR OF KEYBANK NATIONAL ASSOCIATION, A NATIONAL BANKING ASSOCIATION, AS THE ADMINISTRATIVE AGENT FOR THE LENDERS, AS DEFINED IN THE AGREEMENT (TOGETHER WITH ITS SUCCESSORS AND ASSIGNS, THE "ADMINISTRATIVE AGENT"). BY SIGNING IN THE SPACE PROVIDED BELOW, THE UNDERSIGNED OFFICER OF THE ADMINISTRATIVE AGENT CERTIFIES THAT AN EVENT OF DEFAULT, AS DEFINED IN THE AGREEMENT, HAS OCCURRED AND IS CONTINUING AND THAT THE ADMINISTRATIVE AGENT HAS ELECTED TO TAKE POSSESSION OF THE COLLATERAL, AS DEFINED BELOW, AND TO RECORD THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE OR THE UNITED STATES COPYRIGHT OFFICE, AS APPLICABLE, OR IN ANY APPROPRIATE OFFICE IN ANY FOREIGN JURISDICTION IN WHICH SUCH PATENT, TRADEMARK, COPYRIGHT OR OTHER INTELLECTUAL PROPERTY INTEREST IS REGISTERED, OR UNDER WHOSE LAWS SUCH PROPERTY INTEREST HAS BEEN GRANTED. UPON RECORDING OF THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE OR THE UNITED STATES COPYRIGHT OFFICE, AS APPLICABLE, OR IN ANY APPROPRIATE OFFICE IN ANY FOREIGN JURISDICTION IN WHICH SUCH PATENT, TRADEMARK, COPYRIGHT OR OTHER INTELLECTUAL PROPERTY INTEREST IS REGISTERED, OR UNDER WHOSE LAWS SUCH PROPERTY INTEREST HAS BEEN GRANTED, THIS LEGEND SHALL CEASE TO HAVE ANY FORCE OR EFFECT.

KEYBANK NATIONAL ASSOCIATION
as the Administrative Agent

By: _____

Name: _____

Title: _____

ASSIGNMENT

WHEREAS, WINSTON PRODUCTS LLC, an Ohio limited liability company (the "Pledgor"), is the owner of the Collateral, as hereinafter defined;

WHEREAS, the Pledgor has executed an Intellectual Property Security Agreement, dated as of January 27, 2022 (as the same may from time to time be amended, restated or otherwise modified, the "Agreement"), in favor of KeyBank National Association, a national banking association, as the Administrative Agent for the Lenders, as defined in the Agreement (together

with its successors and assigns, the “Administrative Agent”), pursuant to which the Pledgor has granted to the Administrative Agent, for the benefit of the Lenders, a security interest in the Collateral as security for the Secured Obligations, as defined in the Agreement;

WHEREAS, the Agreement provides that the security interest in the Collateral is effective as of the date of the Agreement; and

WHEREAS, the Agreement provides that this Assignment shall become effective upon the occurrence and during the continuance of an Event of Default, as defined in the Agreement, and the Administrative Agent’s election to take actual title to the Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Pledgor, its successors and assigns, subject to the limitations stated in the paragraph immediately following, does hereby transfer, assign and set over unto the Administrative Agent, for the benefit of the Lenders, and their respective successors, transferees and assigns, all of the Pledgor’s existing and future right, title and interest in, to and under (a) patents, patent registrations, patent applications, trademarks, trademark registrations, trademark applications, service marks, trade names, and copyright registrations, whether federal, state or foreign; (b) common law trademark rights, copyrights, improvements and inventions; (c) renewals, continuations, extensions, reissues and divisions of any of the foregoing; (d) rights to sue for past, present and future infringements or any other commercial tort claims relating to any of the foregoing; (e) all licenses and all income, revenue and royalties with respect to any licenses and all other payments earned under contract rights, relating to any of the foregoing; (f) all general intangibles and all intangible intellectual or similar property of the Pledgor connected with and symbolized by any of the foregoing; (g) goodwill associated with any of the foregoing; (h) all payments under insurance, including the returned premium upon any cancellation of insurance, (whether or not the Administrative Agent or any Lender is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to any of the foregoing; and (i) Proceeds of any of the foregoing (collectively, the “Collateral”), including, but not limited to, the Collateral listed on Schedule 1 hereto that is (i) registered in the United States Copyright Office in Washington, D.C., (ii) registered in the United States Patent and Trademark Office in Alexandria, Virginia or that is the subject of pending applications in the United States Patent and Trademark Office, or (iii) registered or pending registration in any foreign jurisdiction; provided that Excluded Collateral shall not constitute Collateral.

This Assignment shall be effective only upon certification of an authorized officer of the Administrative Agent, as provided above, that (a) an Event of Default, as defined in the Agreement, has occurred and is continuing, and (b) the Administrative Agent, on behalf of the Lenders, has elected to take actual title to the Collateral.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed by its duly authorized officer on _____, 20__.

WINSTON PRODUCTS LLC

By: _____
Name
Title