

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM727764

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
N. B. Handy Operations, LLC	FORMERLY N.B. Handy Company	05/13/2022	Limited Liability Company: VIRGINIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Regions Bank, as Administrative Agent and Collateral Agent		
<b>Street Address:</b>	1180 West Peachtree Street		
<b>Internal Address:</b>	Suite 1000		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30309		
<b>Entity Type:</b>	Chartered Bank: ALABAMA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2854015	SENTRICLAD	
<b>Registration Number:</b>	3590219	SENTRIGARD	
<b>Serial Number:</b>	90743794	SENTRIEDGE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
	<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>		
<b>Phone:</b>	6785534768		
<b>Email:</b>	slickerb@gtlaw.com		
<b>Correspondent Name:</b>	Brittiny Slicker		
<b>Address Line 1:</b>	3333 Piedmont Road NE		
<b>Address Line 2:</b>	Suite 2500		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30305		
<b>NAME OF SUBMITTER:</b>	Brittiny Slicker		
<b>SIGNATURE:</b>	/Brittiny Slicker/		
<b>DATE SIGNED:</b>	05/13/2022		
<b>Total Attachments: 5</b>			
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**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 13<sup>th</sup> day of May, 2022, by and between the Grantor listed on the signature pages hereof (the “Grantor”), and **REGIONS BANK**, an Alabama bank, in its capacity as administrative agent and collateral agent for the Lenders (as defined in the Credit Agreement), the LC Issuer (as defined in the Credit Agreement) and any other Secured Parties (as defined in the Credit Agreement) (in such capacity, “Administrative Agent,” “Collateral Agent” or “Agent”).

## WITNESSETH:

**WHEREAS**, the Credit Parties have requested that Administrative Agent and Lenders establish a revolving credit facility and a term loan facility in favor of Borrowers, and that LC Issuer establish a letter of credit sub-facility in favor of Borrowers, all pursuant to that certain Credit Agreement dated of even date herewith among Credit Parties, Lenders, LC Issuer and Administrative Agent (as now or at any time hereafter amended, restated, supplemented or otherwise modified, the “Credit Agreement”).

**WHEREAS**, Administrative Agent and Lenders are unwilling to provide such revolving credit facility and term loan facility, and LC Issuer is unwilling to provide such letter of credit sub-facility, unless, among other things, the Grantor enters into that certain Security Agreement dated of even date herewith between Credit Parties and Administrative Agent (as now or at any time hereafter amended, restated, supplemented or otherwise modified, the “Security Agreement”).

**WHEREAS**, Administrative Agent and Lenders are unwilling to provide such revolving credit facility and term loan facility, and LC Issuer is unwilling to provide such letter of credit sub-facility, unless, among other things, the Grantor enters into this Trademark Security Agreement in order, among other purposes, to evidence its grant to Administrative Agent, for the benefit of Secured Parties, of a Lien in the Trademark Collateral (as defined below).

**NOW, THEREFORE**, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. **DEFINED TERMS**. All initially capitalized terms used but not otherwise defined herein (including in the preamble and recitals hereto) have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement. In addition thereto, as used in this Trademark Security Agreement, the following terms shall have the following meanings:

“Trademarks” means any and all trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including (a) all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (c) the right to sue for past, present and future infringements and dilutions thereof, (d) the goodwill of the Grantor’s business symbolized by the foregoing or connected therewith, and (e) all of the Grantor’s rights corresponding thereto throughout the world.

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

- (a) all of its Trademarks including those referred to on Schedule I;
- (b) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (c) all products and proceeds of the foregoing, including any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any licenses or other similar rights provided to any other Person in or with respect to Trademarks owned or controlled by Grantor.

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

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

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

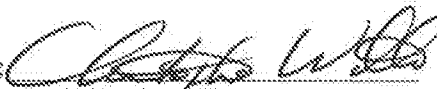
6. Miscellaneous. All terms of Section 16 of the Credit Agreement, as such Section 16 is in effect on the Closing Date, and as it may be modified or amended from time to time hereafter in accordance with Section 16.2 thereof, are herewith incorporated by reference into this Trademark Security Agreement and made an integral part hereof, as fully and completely as if set forth verbatim herein, with specific respect to this Trademark Security Agreement, such that each reference therein to "this Agreement" (and words of similar import) in said Section 16 shall mean and refer, for purposes hereof, to this Trademark Security Agreement, *mutatis mutandis*.

[Continued on following page.]

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

GRANTOR:

N. B. HANDY OPERATIONS, LLC

By:   
Name: Christopher Willis  
Title: Vice President and Treasurer

[NBH—TRADEMARK SECURITY AGREEMENT]

TRADEMARK  
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**AGENT:**

**ACCEPTED AND ACKNOWLEDGED BY:**

**REGIONS BANK**, an Alabama bank

By: Maura Atwater  
Name: Maura Atwater  
Title: Managing Director

[NBH—TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**

**REEL: 007720 FRAME: 0917**

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

**Trademark Registrations/Applications**

<b>Country</b>	<b>Mark</b>	<b>Application/ Registration No.</b>	<b>App/Reg Date</b>
United States of America	SENTRIEDGE	90743794	May 30, 2021
United States of America	SENTRICLAD	2854015	June 15, 2004
United States of America	SENTRIGARD	3590219	March 17, 2009
Canada	SENTRIGARD	TMA886138	September 18, 2014
Canada	SENTRICLAD	TMA638144	April 22, 2005
Canada	SENTRIGARD	TMA638268	April 26, 2005