

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM733987

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900686732		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bishop Lifting Products, Inc.		02/01/2022	Corporation: DELAWARE
Western Sling, LLC		02/01/2022	Limited Liability Company: COLORADO
RECEIVING PARTY DATA			
Name:	WhiteHorse Capital Management, LLC		
Street Address:	Metro Center, One Station Place		
Internal Address:	Fifth Floor		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06902		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 20			
Property Type	Number	Word Mark	
Registration Number:	4327153	B	
Registration Number:	4323273	BISHOP LIFTING PRODUCTS, INC.	
Registration Number:	4278982	LIFTMAX	
Registration Number:	4272275	MAXIRIDER	
Registration Number:	4327418	B	
Registration Number:	4323456	BISHOP LIFTING PRODUCTS, INC.	
Registration Number:	4600389	FLEXI-GRIP	
Registration Number:	4601503	TUFFY	
Registration Number:	4572572	TUFFY	
Registration Number:	4601506	TUFFY PRODUCTS	
Registration Number:	4572573	TUFFY PRODUCTS	
Registration Number:	4597242	DELTA RIGGING & TOOLS	
Registration Number:	4597244	DELTA RIGGING & TOOLS	
Registration Number:	4601548	MORGAN CITY RENTALS A DELTA RIGGING & TO	
Registration Number:	4601547	MORGAN CITY RENTALS	
Registration Number:	2728885	MORGAN CITY RENTALS	

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4828493	PIPELINER PLUS
Registration Number:	5376903	RESTRAINT PLUS
Registration Number:	6176110	WESTERN SLING COMPANY
Registration Number:	1829181	ALL-GRIP

CORRESPONDENCE DATA

Fax Number:

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: 714.668.6200

Email: johnkline@paulhastings.com

Correspondent Name: John Kline

Address Line 1: 695 Town Center Drive

Address Line 2: Seventeenth Floor

Address Line 4: Costa Mesa, CALIFORNIA 92626

NAME OF SUBMITTER:	John Kline
SIGNATURE:	/s/ John Kline
DATE SIGNED:	06/10/2022

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of February 1, 2022 (this “Trademark Security Agreement”), is made by each of the Grantors listed on the signature pages hereof (each a “Grantor”), in favor of WHITEHORSE CAPITAL MANAGEMENT, LLC (“WhiteHorse”), as Collateral Agent (as defined in the Credit Agreement referred to below).

Reference is made to that certain Credit Agreement dated as of February 1, 2022 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among BLP BUYER, INC., a Delaware corporation (the “Borrower”), BLP INTERMEDIATE, INC., a Delaware corporation (“Holdings”), each Lender (as defined in the Credit Agreement) from time to time party thereto, WhiteHorse, as Administrative Agent and Collateral Agent, and the other agents and parties party thereto.

WHEREAS, the Grantor is party to that certain Security Agreement, dated as of February 1, 2022 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Security Agreement”), in favor of the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and to induce the Lenders to extend credit under the Credit Agreement, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, capitalized terms used herein and not defined have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademarks. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest (the “Security Interest”) in, all of the Grantor’s right, title or interest in or to any and all of the Trademarks (other than any Excluded Assets), including those listed on Schedule I hereto, and all proceeds of such Trademarks, now owned or at any time hereafter acquired by the Grantor.

SECTION 3. Security Agreement. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Collateral Agent and the Grantor hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the Security Interest in the Trademarks 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Counterparts. This Trademark Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Delivery by telecopier, pdf, DocuSign or other electronic imaging or signature means of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement. This Trademark Security Agreement shall become effective as to the Grantor when a counterpart hereof executed on behalf of the Grantor shall have been delivered to the Collateral Agent and a counterpart hereof shall have been executed on behalf of the Collateral Agent, and thereafter shall be binding upon the Grantor and the Collateral Agent and their respective successors and permitted assigns. The Collateral Agent may also require that any such documents and signatures delivered by telecopier, .pdf, DocuSign or other

electronic imaging or signature means be confirmed by a manually signed original thereof; provided, that the failure to request or deliver the same shall not limit the effectiveness of any document or signature delivered by telecopier, .pdf, DocuSign or other electronic imaging or signature means.

SECTION 5. Recordation. The Grantor authorizes the Commissioner of Patents and Trademarks to record this Agreement.

SECTION 6. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Termination. Upon the termination of the Security Agreement in accordance with its terms, the Collateral Agent shall execute, acknowledge, and deliver to the Grantor (at the Grantors' joint and several expense) an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

[signature pages follow]

IN WITNESS WHEREOF, the undersigned has executed this Trademark Security Agreement as of the date first written above.

BISHOP LIFTING PRODUCTS, INC.

By: 


Name: Robert Vidinha

Title: Chief Financial Officer, Secretary &
Treasurer

[Signature Page to Trademark Security Agreement]

IN WITNESS WHEREOF, the undersigned has executed this Trademark Security Agreement as of the date first written above.

WESTERN SLING, LLC

By: 
Name: Robert Vidinha
Title: Chief Financial Officer,
Secretary & Treasurer

[Signature Page to Trademark Security Agreement]

Accepted and Agreed:

WHITEHORSE CAPITAL MANAGEMENT, LLC,
as Collateral Agent

By: _____

A handwritten signature in dark ink, appearing to be "RS", written over a horizontal line.

Name: Richard Siegel

Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007733 FRAME: 0181

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

UNITED STATES TRADEMARKS:

U.S. Trademark Registrations

<u>Owner</u>	<u>Trademark</u>	<u>Country</u>	<u>Filing Date</u>	<u>Serial No.</u>	<u>Registration Date</u>	<u>Registration No.</u>
Bishop Lifting Products, Inc.	B	U.S.	May 24, 2012	85634740	April 30, 2013	4327153
Bishop Lifting Products, Inc.	BISHOP LIFTING PRODUCTS, INC.	U.S.	May 24, 2012	85634763	April 23, 2013	4323273
Bishop Lifting Products, Inc.	LIFTMAX	U.S.	May 24, 2012	85634772	January 22, 2013	4278982
Bishop Lifting Products, Inc.	MAXRIDER	U.S.	May 24, 2012	85634755	January 8, 2013	4272275
Bishop Lifting Products, Inc.	B	U.S.	July 31, 2012	85691719	April 30, 2013	4327418
Bishop Lifting Products, Inc.	BISHOP LIFTING PRODUCTS, INC.	U.S.	July 31, 2012	85691723	April 23, 2013	4323456
Bishop Lifting Products, Inc.	FLEXI-GRIP	U.S.	December 19, 2013	86148768	September 9, 2014	4600389
Bishop Lifting Products, Inc.	TUFFY	U.S.	February 20, 2014	86199643	September 9, 2014	4601503
Bishop Lifting Products, Inc.	TUFFY	U.S.	March 3, 2014	86209554	July 22, 2014	4572572
Bishop Lifting	TUFFY PRODUCTS	U.S.	February 21, 2014	86200143	September 9, 2014	4601506

Products, Inc.						
Bishop Lifting Products, Inc.	TUFFY PRODUCTS	U.S.	March 4, 2014	86210671	July 22, 2014	4572573
Bishop Lifting Products, Inc.	DELTA RIGGING & TOOLS	U.S.	February 21, 2014	86200217	June 17, 2014	4597242
Bishop Lifting Products, Inc.	DELTA RIGGING & TOOLS	U.S.	February 21, 2014	86200259	September 2, 2014	4597244
Bishop Lifting Products, Inc.	Morgan City Rentals a Delta Rigging Company (logo)	U.S.	March 4, 2014	86210866	September 9, 2014	4601548
Bishop Lifting Products, Inc.	Morgan City Rentals (word)	U.S.	March 4, 2014	86210633	September 9, 2014	4601547
Bishop Lifting Products, Inc.	MORGAN CITY RENTALS	U.S.	June 7, 2002	76418607	June 24, 2003	2728885
Bishop Lifting Products, Inc.	PIPELINER PLUS	U.S.	August 21, 2014	86373702	October 6, 2015	4828493
Bishop Lifting Products, Inc.	RESTRAINT PLUS	U.S.	March 27, 2017	87387413	January 9, 2018	5376903
Western Sling Company	WESTERN SLING COMPANY	U.S.	May 22, 2019	88441847	October 13, 2020	6176110
Western Sling Company	ALL-GRIP	U.S.	December 24, 1992	74342965	April 5, 1994	1829181

U.S. Trademark Applications

None.