

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM731990

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Encon Safety Products, Inc.		05/31/2022	Corporation: PENNSYLVANIA
Vallen Distribution, Inc.		05/31/2022	Corporation: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Bank of Montreal
<b>Street Address:</b>	320 South Canal Street
<b>Internal Address:</b>	Floor 16
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60606
<b>Entity Type:</b>	Corporation: CANADA

## PROPERTY NUMBERS Total: 72

Property Type	Number	Word Mark
Registration Number:	3036363	AQUARION
Registration Number:	3153670	AQUARION
Registration Number:	2700141	ARCTIC
Registration Number:	2693141	AWARENESS
Registration Number:	5096569	AWARENESS 100
Registration Number:	5096570	AWARENESS 360°
Registration Number:	2693223	BREEZE
Registration Number:	3094387	CASCAIDE
Registration Number:	3099393	
Registration Number:	2695579	ENCOMPASS
Registration Number:	1225761	ENCON
Registration Number:	1225762	ENCON
Registration Number:	5060688	ENCON 160 AFR
Registration Number:	5060689	ENCON 500 AFR
Registration Number:	5060687	ENCON 750 AFR
Registration Number:	2746630	ENFOG
Registration Number:	4863437	

OP \$1815.00 3036363

Property Type	Number	Word Mark
Registration Number:	1709147	FIRSTSTEP
Registration Number:	2712082	FIRSTFLUSH
Registration Number:	2763709	FOG FIXER
Registration Number:	4310234	HELIOS
Registration Number:	4310235	HELIOS
Registration Number:	1632878	HYDROSEP
Registration Number:	2758360	MAP
Registration Number:	2877915	NITRO-GUARD
Registration Number:	2887291	PERFORMA-GRIP
Registration Number:	2693224	QD2
Registration Number:	1751053	QUICKDRAW
Registration Number:	1564272	SAF-T-FLO
Registration Number:	2706848	SAF-T-LOK
Registration Number:	3047529	SAF-T-TUB
Registration Number:	2877914	TECH-SAFE
Registration Number:	5039288	THE MOST SOUGHT-AFTER NAME IN INDUSTRIAL
Registration Number:	2672147	THERMA-FLOW
Registration Number:	2746633	TUFF-SPEC
Registration Number:	2795772	V
Registration Number:	2798822	VERATTI
Registration Number:	2218610	VERATTI
Registration Number:	3016013	VERATTI
Registration Number:	2798821	VERATTI
Registration Number:	2686495	YELLO-BOWL
Registration Number:	3319041	DURAMARK
Registration Number:	3345537	DURAMARK
Registration Number:	3769338	DURAMARK
Registration Number:	1600629	EXPAND-O-FIT
Registration Number:	2586931	FLEXIBLE PROCUREMENT SOLUTIONS
Registration Number:	5551321	INNOVATION. PROVEN VALUE.
Registration Number:	1867067	STORMGUARD
Registration Number:	5556255	V
Registration Number:	1774633	VALIANT
Registration Number:	5551320	VALLEN
Registration Number:	2868620	VALLEN
Registration Number:	2700103	VALLEN
Registration Number:	2822647	VALLEN
Registration Number:	2822646	VALLEN

Property Type	Number	Word Mark
Registration Number:	2734320	VALLEN
Registration Number:	1692223	VALLEN VISION
Registration Number:	1666046	VALLEN VISION
Registration Number:	2746416	VALUE PLUS PROGRAM
Registration Number:	3432682	VERSAPRO
Registration Number:	3522459	VERSAPRO
Registration Number:	3500089	VERSAPRO
Registration Number:	3428147	VERSAPRO
Registration Number:	3759323	VERSAPRO
Registration Number:	3428146	VERSAPRO
Registration Number:	3644931	VERSAPRO
Registration Number:	3308433	VERSAPRO
Registration Number:	3319812	VERSAPRO
Registration Number:	3336105	VERSAPRO
Registration Number:	6096467	VERSAPRO
Registration Number:	6660164	SPECFIT
Serial Number:	90337861	VERSAPRO

#### 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:** 617-248-5000

**Email:** tmadmin@choate.com

**Correspondent Name:** Sara M. Bauer

**Address Line 1:** Two International Place

**Address Line 2:** Choate Hall & Stewart LLP

**Address Line 4:** Boston, MASSACHUSETTS 02110

**ATTORNEY DOCKET NUMBER:** 2013546-0010

**NAME OF SUBMITTER:** Sara M. Bauer

**SIGNATURE:** /sara bauer/

**DATE SIGNED:** 06/02/2022

**Total Attachments: 11**

source=09. ABL Trademark Security Agreement Executed#page1.tif

source=09. ABL Trademark Security Agreement Executed#page2.tif

source=09. ABL Trademark Security Agreement Executed#page3.tif

source=09. ABL Trademark Security Agreement Executed#page4.tif

source=09. ABL Trademark Security Agreement Executed#page5.tif

source=09. ABL Trademark Security Agreement Executed#page6.tif

source=09. ABL Trademark Security Agreement Executed#page7.tif

source=09. ABL Trademark Security Agreement Executed#page8.tif

source=09. ABL Trademark Security Agreement Executed#page9.tif  
source=09. ABL Trademark Security Agreement Executed#page10.tif  
source=09. ABL Trademark Security Agreement Executed#page11.tif

## ABL TRADEMARK SECURITY AGREEMENT

This **ABL TRADEMARK SECURITY AGREEMENT** is entered into as of May 31, 2022, (this "Agreement"), among Encon Safety Products, Inc., a Pennsylvania corporation, Vallen Distribution, Inc., a Delaware corporation (each, a "Grantor") and Bank of Montreal ("BMO"), as collateral agent (in such capacity, the "Collateral Agent") for the ratable benefit of the Secured Parties (as defined in the Credit Agreement described below).

Reference is made to that certain U.S. ABL Pledge and Security Agreement, dated as of May 31, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the "Security Agreement"), among the Grantors party thereto and the Collateral Agent. The Lenders (as defined below) have extended credit to the Borrowers (as defined in ABL Credit Agreement, dated as of May 31, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect on the date hereof, the "Credit Agreement"), among Vallen Buyer, LLC, a Delaware limited liability company, Vallen Distribution, Inc., a Delaware corporation, Vallen Canada Inc., a corporation incorporated under the federal laws of Canada, the lenders and issuing banks from time to time party thereto (the "Lenders") and BMO, as administrative agent and collateral agent. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement and Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. **Terms.** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement, as applicable.

SECTION 2. **Grant of Security Interest.** As security for the prompt and complete payment or performance, as the case may be, in full of its Secured Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does pledge and grant to the Collateral Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned by or owing to, or hereafter acquired by or arising in favor of such Grantor and regardless of where located (collectively, the "IP Collateral"):

all Trademarks, including the Trademark registrations and registration applications in the United States Patent and Trademark Office or the Canadian Intellectual Property Office listed on Schedule I hereto, and all goodwill of the business symbolized by the foregoing, but excluding any intent-to-use Trademark application prior to the filing and acceptance of a "Statement of Use", "Declaration of Use", "Amendment to Allege Use" or similar notice and/or filing with respect thereto, only to the extent, if any, that, and solely during the period if any, in which, the grant of such security interest may impair the validity or enforceability, or result in the voiding, of such intent-to-use Trademark application or any registration issuing therefrom under applicable Requirements of Law;

all reissues, divisions, continuations, continuations-in-part, renewals, and extensions thereof; all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including damages, claims, and payments for past and future infringements thereof; all rights to sue for past, present, and future infringements of the

foregoing, including the right to settle suits involving claims and demands for royalties owing; and all rights corresponding to any of the foregoing; and

all proceeds of the foregoing;

in each case to the extent the foregoing items constitute Collateral.

SECTION 3. **Security Agreement.** The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.


[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

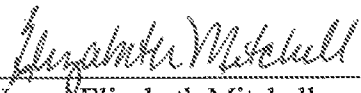
ENCON SAFETY PRODUCTS, INC.

By:   
Name: Charles Delph  
Title: President

VALLEN DISTRIBUTION, INC.

By:   
Name: Charles Delph  
Title: President



**BANK OF MONTREAL,**  
as Collateral Agent

By:   
Name: Elizabeth Mitchell  
Title: Director



**SCHEDULE I**


**United States Registered Trademarks:**

<b>Trademark</b>	<b>Status</b>	<b>Application No.</b>	<b>Filing Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>	<b>Owner</b>
AQUARION	Registered	76/592,508	5/14/2004	3,036,363	12/27/2005	Encon Safety Products, Inc.
AQUARION & Design 	Registered	78/730,631	10/11/2005	3,153,670	10/10/2006	Encon Safety Products, Inc.
ARCTIC	Registered	76/148,914	6/10/2002	2,700,141	3/25/2003	Encon Safety Products, Inc.
AWARENESS	Registered	76/415,277	6/5/2002	2,693,141	3/4/2003	Encon Safety Products, Inc.
AWARENESS 100	Registered	86/710,069	7/30/2015	5,096,569	12/6/2016	Encon Safety Products, Inc.
AWARENESS 360°	Registered	86/710,092	7/30/2015	5,096,570	12/6/2016	Encon Safety Products, Inc.
BREEZE	Registered	76/419,111	6/10/2002	2,693,223	3/4/2003	Encon Safety Products, Inc.
CASCAIDE	Registered	78/559,624	2/3/2005	3,094,387	5/16/2006	Encon Safety Products, Inc.
Design Mark (Circles and Dots) 	Registered	78/559,655	2/3/2005	3,099,393	5/30/2006	Encon Safety Products, Inc.
ENCOMPASS	Registered	76/419,133	6/10/2002	2,695,579	3/11/2003	Encon Safety Products, Inc.
ENCON	Registered	73/274,435	8/18/1980	1,225,761	2/1/1983	Encon Safety Products, Inc.
ENCON & Design	Registered	73/275,867	8/28/1980	1,225,762	2/1/1983	Encon Safety Products, Inc.
ENCON 160 AFR	Registered	86/710,931	7/31/2015	5,060,688	10/11/2016	Encon Safety Products, Inc.

Trademark	Status	Application No.	Filing Date	Reg. No.	Reg. Date	Owner
ENCON 500 AFR	Registered	86/710,933	7/31/2015	5,060,689	10/11/2016	Encon Safety Products, Inc.
ENCON 750 AFR	Registered	86/710,927	7/31/2015	5,060,687	10/11/2016	Encon Safety Products, Inc.
ENFOG	Registered	76/423,366	6/20/2002	2,746,630	8/5/2003	Encon Safety Products, Inc.
Eye Logo 	Registered	85/509,304	1/5/2012	4,863,437	12/1/2015	Encon Safety Products, Inc.
FIRSTSTEP	Registered	74/103,564	10/5/1990	1,709,147	8/18/1992	Encon Safety Products, Inc.
FIRSTFLUSH	Registered	76/335,093	11/6/2001	2,712,082	4/29/2003	Encon Safety Products, Inc.
FOG FIXER	Registered	76/419,118	6/10/2002	2,763,709	9/16/2003	Encon Safety Products, Inc.
HELIOS	Registered	85/509,215	1/5/2012	4,310,234	3/26/2013	Encon Safety Products, Inc.
HELIOS & Design 	Registered	85/509,224	1/5/2012	4,310,235	3/26/2013	Encon Safety Products, Inc.
HYDROSEP	Registered	73,786,369	3/13/1989	1,632,878	1/29/1991	Encon Safety Products, Inc.
MAP	Registered	76,415,276	6/5/2002	2,758,360	9/2/2003	Encon Safety Products, Inc.
NITRO-GUARD	Registered	76/487,876	2/6/2003	2,877,915	8/24/2004	Encon Safety Products, Inc.
PERFORMA-GRIP	Registered	76/487,043	2/3/2003	2,887,291	9/21/2004	Encon Safety Products, Inc.
QD2	Registered	76/419,113	6/10/2002	2,693,224	3/4/2003	Encon Safety Products, Inc.
QUICKDRAW	Registered	74/182,847	7/8/1991	1,751,053	2/9/1993	Encon Safety Products, Inc.
SAF-T-FLO	Registered	73/786,349	3/13/1989	1,564,272	11/7/1989	Encon Safety Products, Inc.




Schedule I

**TRADEMARK**  
**REEL: 007740 FRAME: 0944**

Trademark	Status	Application No.	Filing Date	Reg. No.	Reg. Date	Owner
SAF-T-LOK	Registered	76/415,506	6/5/2002	2,706,848	4/15/2003	Encon Safety Products, Inc.
SAF-T-TUB	Registered	76/573,691	1/29/2004	3,047,529	1/24/2006	Encon Safety Products, Inc.
TECH-SAFE	Registered	76/487,875	2/6/2003	2,877,914	8/24/2004	Encon Safety Products, Inc.
THE MOST SOUGHT-AFTER NAME IN INDUSTRIAL SAFETY	Registered	86/757,448	9/15/2015	5,039,288	9/13/2016	Encon Safety Products, Inc.
THERMA-FLOW	Registered	76/394,093	4/11/2002	2,672,147	1/7/2003	Encon Safety Products, Inc.
TUFF-SPEC	Registered	76/423,584	6/20/2002	2,746,633	8/5/2003	Encon Safety Products, Inc.
V & Design	Registered	76/403,253	5/2/2002	2,795,772	12/16/2003	Encon Safety Products, Inc.
VERATTI	Registered	76/404,084	5/3/2002	2,798,822	12/23/2003	Encon Safety Products, Inc.
VERATTI	Registered	75/375,374	10/17/1997	2,218,610	1/19/1999	Encon Safety Products, Inc.
VERATTI	Registered	76/580,653	3/8/2004	3,016,013	11/15/2005	Encon Safety Products, Inc.
VERATTI (Stylized) 	Registered	76/404,083	5/3/2002	2,798,821	12/23/2003	Encon Safety Products, Inc.
YELLO-BOWL	Registered	76/415,275	6/5/2002	2,686,495	2/11/2003	Encon Safety Products, Inc.
DURAMARK	Registered	76/626,360	12/28/2004	3,319,041	10/23/2007	Vallen Distribution, Inc.
DURAMARK	Registered	78/722,107	9/28/2005	3,345,537	11/27/2007	Vallen Distribution, Inc.
DURAMARK	Registered	78/722,131	9/28/2005	3,769,338	3/30/2010	Vallen Distribution, Inc.
EXPAND-O-FIT & Design	Registered	73/810,496	7/3/1989	1,600,629	6/12/1990	Vallen Distribution, Inc.

Schedule I

**TRADEMARK**  
**REEL: 007740 FRAME: 0945**

Trademark	Status	Application No.	Filing Date	Reg. No.	Reg. Date	Owner
						
FLEXIBLE PROCUREMENT SOLUTIONS	Registered	76/252,900	5/7/2001	2,586,931	6/25/2002	Vallen Distribution, Inc.
INNOVATION. PROVEN VALUE.	Registered	87/067,097	6/10/2016	5,551,321	8/28/2018	Vallen Distribution, Inc.
STORMGUARD	Registered	74/464,284	11/30/1993	1,867,067	12/13/1994	Vallen Distribution, Inc.
V (Stylized) 	Registered	87/067,102	6/10/2016	5,556,255	9/4/2018	Vallen Distribution, Inc.
VALIANT	Registered	74/200,199	9/3/1991	1,774,633	6/1/1993	Vallen Distribution, Inc.
VALLEN	Registered	87/067,091	6/10/2016	5,551,320	8/28/2018	Vallen Distribution, Inc.
VALLEN	Registered	76/493,949	3/3/2003	2,868,620	8/3/2004	Vallen Distribution, Inc.
VALLEN	Registered	76/413,262	5/23/2002	2,700,103	3/25/2003	Vallen Distribution, Inc.
VALLEN	Registered	76/493,948	3/3/2003	2,822,647	3/16/2004	Vallen Distribution, Inc.
VALLEN	Registered	76/493,946	3/3/2003	2,822,646	3/16/2004	Vallen Distribution, Inc.
VALLEN (stylized) 	Registered	76/422,839	6/19/2002	2,734,320	7/8/2003	Vallen Distribution, Inc.
VALLEN VISION	Registered	74/103,392	10/5/1990	1,692,223	6/9/1992	Vallen Distribution, Inc.
VALLEN VISION	Registered	74/103,393	10/5/1990	1,666,046	11/26/1991	Vallen Distribution, Inc.
VALUE PLUS PROGRAM	Registered	76/391,815	4/3/2002	2,746,416	8/5/2003	Vallen Distribution, Inc.

Schedule I

**TRADEMARK**  
**REEL: 007740 FRAME: 0946**

<b>Trademark</b>	<b>Status</b>	<b>Application No.</b>	<b>Filing Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>	<b>Owner</b>
VERSAPRO	Registered	78/582,387	3/8/2005	3,432,682	5/20/2008	Vallen Distribution, Inc.
VERSAPRO	Registered	78/582,393	3/8/2005	3,522,459	10/21/2008	Vallen Distribution, Inc.
VERSAPRO	Registered	78/582,403	3/8/2005	3,500,089	9/9/2008	Vallen Distribution, Inc.
VERSAPRO	Registered	78/582,398	3/8/2005	3,428,147	5/13/2008	Vallen Distribution, Inc.
VERSAPRO	Registered	78/582,374	3/8/2005	3,759,323	3/9/2010	Vallen Distribution, Inc.
VERSAPRO	Registered	78/582,364	3/8/2005	3,428,146	5/13/2008	Vallen Distribution, Inc.
VERSAPRO	Registered	78/582,349	3/8/2005	3,644,931	6/23/2009	Vallen Distribution, Inc.
VERSAPRO	Registered	78/582,342	3/8/2005	3,308,433	10/9/2007	Vallen Distribution, Inc.
VERSAPRO	Registered	78/582,337	3/8/2005	3,319,812	10/23/2007	Vallen Distribution, Inc.
VERSAPRO	Registered	78/582,330	3/8/2005	3,336,105	11/13/2007	Vallen Distribution, Inc.
VERSAPRO	Registered	88/758,721	1/14/2020	6,096,467	7/7/2020	Vallen Distribution, Inc.
SPECFIT	Registered	88/618,202	9/16/2019	6,660,164	3/1/2022	Vallen Distribution, Inc.

**United States Trademark Applications:**

<b>Trademark</b>	<b>Status</b>	<b>Application #</b>	<b>Filing Date</b>	<b>Owner</b>
EXACTEK	Allowed	88/730,465	12/17/2019	Vallen Distribution, Inc.
VERSAPRO	Published	90/337,861	11/23/2020	Vallen Distribution, Inc.
VERSAPRO	Pending	97/134,471	11/19/2021	Vallen Distribution, Inc.
VALFORCE	Pending	97269197	2/16/2022	Vallen Distribution, Inc.

**Canadian Trademarks/Trademark Applications:**

<b>Company Owner / Applicant</b>	<b>Trademark</b>	<b>Registration Date</b>	<b>Filed Date</b>	<b>Registration No.</b>	<b>Application No.</b>
Vallen Distribution, Inc.	VOLTRON Design	2009-05-15	2005-11-03	TMA740281	1,278,307
Vallen Distribution, Inc.	VOLTRON	2008-01-22	2005-02-17	TMA705262	1,247,596
Vallen Distribution, Inc.	VOLTRON	2009-05-15	2005-11-03	TMA740285	1,278,308
Vallen Distribution, Inc.	VERSAPRO	2009-05-01	2005-03-29	TMA739322	1,252,105
Vallen Distribution, Inc.	VALLEN	2005-12-16	2002-12-12	TMA655380	1,162,089
Vallen Distribution, Inc.	CENTURY VALLEN	2005-06-02	2002-12-11	TMA641207	1,162,041
Vallen Distribution, Inc.	DURAMARK	2008-01-22	2005-02-17	TMA705263	1,247,601
Vallen Distribution, Inc.	VALUE PLUS PROGRAM	2007-06-22	2002-12-11	TMA690640	1,161,922
Vallen Distribution, Inc.	VALLEN Design	2005-01-28	2002-12-11	TMA631447	1,161,917
Vallen Distribution, Inc.	MMSI & Design	2005-01-26	2002-12-12	TMA631266	1,162,088
Vallen Distribution, Inc.	VERSAPRO	N/A	2020-12-04	N/A	2,068,545
Vallen Distribution, Inc.	EXACTEK	N/A	2019-12-18	N/A	2,001,729
Vallen Distribution, Inc.	VERSAPRO	N/A	2020-01-16	N/A	2,006,545
Vallen Distribution, Inc.	SPECFIT	N/A	2019-09-19	N/A	1,985,870
Vallen Distribution, Inc.	VERSAPRO	N/A	2021-11-22	N/A	2,148,799
Vallen Distribution, Inc.	DURAMARK	N/A	2019-12-17	N/A	2,001,653
Encon Safety Products, Inc.	HELIOS	2016-12-12	2015-10-27	TMA957691	1,752,153
Encon Safety Products, Inc.	HELIOS & Eyeball Design	2016-12-12	2015-10-27	TMA957700	1,752,154

<b>Company Owner / Applicant</b>	<b>Trademark</b>	<b>Registration Date</b>	<b>Filed Date</b>	<b>Registration No.</b>	<b>Application No.</b>
Encon Safety Products, Inc.	ENCON	1985-05-24	1980-08-05	TMA303196	0,457,071

Schedule I