

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM737949

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BRADY INDUSTRIES OF MISSISSIPPI, LLC		06/29/2022	Limited Liability Company: NEVADA
RECEIVING PARTY DATA			
Name:	Owl Rock Capital Corporation, as collateral agent		
Street Address:	399 Park Avenue, 38th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5128286	P-AWAY	
CORRESPONDENCE DATA			
Fax Number:	2028357586		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	202-835-7500		
Email:	dcip@milbank.com		
Correspondent Name:	Javier J. Ramos		
Address Line 1:	1850 K Street, NW, Suite 1100		
Address Line 2:	Milbank, LLP		
Address Line 4:	Washington, D.C. 20006		
ATTORNEY DOCKET NUMBER:	42845.00013		
NAME OF SUBMITTER:	Javier J. Ramos		
SIGNATURE:	/Javier J. Ramos/		
DATE SIGNED:	06/30/2022		
Total Attachments: 5			
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NOTICE AND CONFIRMATION OF GRANT OF
SECURITY INTEREST IN TRADEMARKS

NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the "Agreement"), dated as of June 29, 2022, made by BRADY INDUSTRIES OF MISSISSIPPI, LLC, a Nevada limited liability company, having a principal place of business at 7055 Lindell Road, Las Vegas, NV 89118 (the "Grantor"), in favor of OWL ROCK CAPITAL CORPORATION, a Maryland corporation, having a principal place of business at 399 Park Avenue, 38th Floor, New York, NY 10022, as collateral agent for the Secured Parties (in such capacity, the "Collateral Agent"). Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement (as defined below), as applicable.

WHEREAS, pursuant to that certain Credit Agreement, dated as of November 22, 2019 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Individual FoodService Holdings, LLC, a Delaware limited liability company (the "Borrower"), the Collateral Agent, the several banks and other financial institutions from time to time parties thereto (collectively, the "Lenders"), and Owl Rock Capital Corporation, as administrative agent for the Lenders, the Lenders have severally agreed to make Loans and other extensions of credit (collectively, the "Loans") to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Borrower and certain Subsidiaries of the Borrower have executed and delivered a Guarantee and Collateral Agreement, dated as of November 22, 2019 (as amended, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), in favor of the Collateral Agent;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered an assumption agreement, dated as of the date hereof, in favor of the Collateral Agent, to become a party to the Guarantee and Collateral Agreement;

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of its Intellectual Property, including the Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make the Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Secured Parties, as follows:

SECTION 1. Confirmation of Grant of Security Interest. The Grantor hereby confirms that, subject to existing licenses to use the Trademarks granted by the Grantor in the ordinary course of its business, pursuant to the Guarantee and Collateral Agreement it granted to the

Collateral Agent, for the benefit of the Secured Parties, a security interest in all of the Trademarks of the Grantor (including, without limitation, those items listed on Schedule I hereto) and to the extent not otherwise included, all Proceeds and products of any and all of the Trademarks, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations of the Borrower, except that no security interest is or will be granted pursuant hereto in any right, title or interest of the Grantor under or in any Trademark License for so long as, and to the extent that, the granting of such a security interest pursuant hereto would result in a breach, default or termination of such Trademark License.

SECTION 2. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the Guarantee and Collateral Agreement. The Guarantee and Collateral Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 3. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademarks are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of a conflict between this Agreement and the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall prevail.

SECTION 4. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same instrument.

* * *

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be duly executed and delivered by its representative thereunto duly authorized as of the day and year first above written.

BRADY INDUSTRIES OF MISSISSIPPI, LLC

By: 

Name: Nigel Kershaw

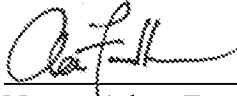
Title: Authorized Person

[Signature Page to Notice and Confirmation of Grant of Security Interest in Trademarks]

TRADEMARK
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Acknowledged and Agreed to as of
the date hereof by:

OWL ROCK CAPITAL CORPORATION,
as Collateral Agent and Administrative Agent

By: 

Name: Adam Forchheimer
Title: Authorized Signatory

[Signature Page to Notice and Confirmation of Grant of Security Interest in Trademarks]

TRADEMARK
REEL: 007766 FRAME: 0414

SCHEDULE I

TRADEMARK REGISTRATIONS

Registered Owner	Mark	Application Number	Registration Number	Registration Date
Brady Industries of Mississippi, LLC	P-AWAY P-AWAY	87070608	5128286	January 24, 2017