

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM740519

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BELLMAN-MELCOR HOLDINGS, LLC		06/29/2022	Limited Liability Company: DELAWARE
BELLMAN-MELCOR, LLC		06/29/2022	Limited Liability Company: ILLINOIS
BELLMAN-MELCOR DEVELOPMENT, LLC		06/29/2022	Limited Liability Company: ILLINOIS
PRINCE & IZANT, LLC		06/29/2022	Limited Liability Company: OHIO

RECEIVING PARTY DATA

Name:	ALLY BANK, as administrative agent
Street Address:	300 Park Avenue
Internal Address:	4th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	Chartered Bank: UTAH

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	4203130	BRAZEIT
Registration Number:	4254638	BRAZEIT
Registration Number:	4195414	BRAZING SOLUTIONS FOR A CHANGING WORLD
Registration Number:	3552524	CHANNELFLUX
Registration Number:	4538711	PI

CORRESPONDENCE DATA

Fax Number: 3126095005

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.

Email: hmiller@vedderprice.com

Correspondent Name: Holly Miller`

Address Line 1: 222 North LaSalle Street - 24th Floor

Address Line 2: Vedder Price P.C.

TRADEMARK

REEL: 007778 FRAME: 0104

900706273

CH \$140.00 4203130

Address Line 4:	Chicago, ILLINOIS 60601
ATTORNEY DOCKET NUMBER:	31656.00.0129
NAME OF SUBMITTER:	Holly Miller
SIGNATURE:	/Holly Miller/
DATE SIGNED:	07/12/2022
Total Attachments: 6 source=09.02. US Trademark Security Agreement(56835818.1) #page1.tif source=09.02. US Trademark Security Agreement(56835818.1) #page2.tif source=09.02. US Trademark Security Agreement(56835818.1) #page3.tif source=09.02. US Trademark Security Agreement(56835818.1) #page4.tif source=09.02. US Trademark Security Agreement(56835818.1) #page5.tif source=09.02. US Trademark Security Agreement(56835818.1) #page6.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of June 29, 2022, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of Ally Bank (“Ally”), as administrative agent (in such capacity, together with its successors and permitted assigns, “Agent”) for the Lenders, the Swingline Lender and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of June 29, 2022 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrowers, Holdings, the other Credit Parties party thereto, the Lenders, the Swingline Lender and the L/C Issuers from time to time party thereto and Ally Bank, as Agent for the Lenders, the Swingline Lender and the L/C Issuers, the Lenders, the Swingline Lender and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement dated as of June 29, 2022 in favor of Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the Swingline Lender, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders, the Swingline Lender and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

(a) all of its Trademarks and all IP Licenses included in the Collateral, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding the foregoing, Trademark Collateral shall not include any Excluded Property.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees 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 Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict or inconsistency between the Guaranty and Security Agreement and this Trademark Security Agreement, the applicable terms and provisions of the Guaranty and Security Agreement shall control.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

Section 7. Release and Termination. At the time provided in subsection 8.10(b)(iii) of the Credit Agreement or upon the occurrence of an event expressly permitted by, or provided for, in the Credit Agreement or the Guaranty and Security Agreement that would result in the release of all or a portion of the Trademark Collateral, all or such applicable portion of the Trademark Collateral shall be automatically released from the Lien created hereby and this agreement and all obligations (other than those expressly stated to survive such termination) of the Agent and each Grantor hereunder shall automatically terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Trademark Collateral shall revert to the Grantors. At the request of any Grantor following any such termination, the Agent shall promptly execute and deliver to such Grantor such documents as such Grantor reasonably requests to evidence such termination.

Section 8. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the priority of the liens and security interests granted to the Agent pursuant to this Trademark Security Agreement and the exercise of any right or remedy by the Agent hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

[Signature Page Follows]

(Signature Page to US Trademark Security Agreement)

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

BELLMAN-MELCOR HOLDINGS, LLC, as Grantor

DocuSigned by:
Brad Lindholm
By: _____
612898FF93B94CE
Bradley Lindholm
Chief Financial Officer

BELLMAN-MELCOR, LLC, as Grantor

DocuSigned by:
Brad Lindholm
By: _____
612898FF93B94CE
Bradley Lindholm
Chief Financial Officer

BELLMAN-MELCOR DEVELOPMENT, LLC, as Grantor

DocuSigned by:
Brad Lindholm
By: _____
612898FF93B94CE
Bradley Lindholm
Chief Financial Officer

PRINCE & IZANT, LLC, as Grantor

DocuSigned by:
Brad Lindholm
By: _____
612898FF93B94CE
Bradley Lindholm
Chief Financial Officer

(Signature Page to US Trademark Security Agreement)

ACKNOWLEDGED AND AGREED

as of the date first above written:

ALLY BANK, as Agent

By:




Edward Barclay
Authorized Signatory

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

Trademark Registrations

REGISTERED TRADEMARKS

Trademark	Country	App No.	Filed	Reg. No.	Reg. Date	Grantor
BRAZEIT	US	85290472	4/8/11	4203130	9/4/12	Bellman-Melcor Holdings, LLC
BRAZEIT	US	85290492	4/8/11	4254638	12/4/12	Bellman-Melcor Holdings, LLC
BRAZING SOLUTIONS FOR A CHANGING WORLD	US	85237307	2/8/11	4195414	8/21/12	Bellman-Melcor, LLC
CHANNELFLUX	US	77111369	2/20/07	3552524	12/30/08	Bellman-Melcor Development, LLC
	US	85727872	9/13/12	4538711	5/27/14	Prince & Izant, LLC