

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM756931

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900707849		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Milton Industries, Inc.		07/19/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Milton Debtco, LLC		
Street Address:	345 N. Maple Drive, Suite 300		
City:	Beverly Hills		
State/Country:	CALIFORNIA		
Postal Code:	90210		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5349419	TEXAS TWISTER	
Serial Number:	97373545	TEXAS TWISTER	
Serial Number:	97373555	SHOCKIT	
Serial Number:	97376328	LTI TOOLS	
Serial Number:	97376357	RADIATOR ROCKET	
CORRESPONDENCE DATA			
Fax Number:	2485668523		
<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:	2485668522		
Email:	jkrumpe@honigman.com		
Correspondent Name:	Honigman LLP		
Address Line 1:	650 Trade Centre Way, Suite 200		
Address Line 4:	Kalamazoo, MICHIGAN 49002-0402		
ATTORNEY DOCKET NUMBER:	225828-457365		
NAME OF SUBMITTER:	Thomas J. Appledorn		
SIGNATURE:	/Thomas J. Appledorn/		
DATE SIGNED:	09/22/2022		

Total Attachments: 7

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NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT, AND THE LIEN AND SECURITY INTERESTS EVIDENCED HEREBY, SHALL AT ALL TIMES BE AND REMAIN SUBORDINATED TO THE EXTENT AND IN THE MANNER SET FORTH IN THAT CERTAIN INTERCREDITOR AND SUBORDINATION AGREEMENT (AS AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE “INTERCREDITOR AGREEMENT”), DATED AS OF DECEMBER 19, 2019, BY AND AMONG APOGEM CAPITAL LLC (AS SUCCESSOR BY APPOINTMENT TO MADISON CAPITAL FUNDING LLC), IN ITS CAPACITY AS ADMINISTRATIVE AGENT UNDER THE SENIOR LOAN DOCUMENTS (AS DEFINED THEREIN), INCLUDING ITS PERMITTED SUCCESSORS AND PERMITTED ASSIGNS FROM TIME TO TIME, AND MILTON DEBTCO, LLC, IN ITS CAPACITY AS AGENT UNDER THE JUNIOR LOAN DOCUMENTS (AS DEFINED THEREIN), TO THE PRIOR PAYMENT IN FULL OF ALL SENIOR OBLIGATIONS (AS DEFINED THEREIN). THE LIEN AND SECURITY INTEREST SECURING THE JUNIOR LOAN DOCUMENTS, THE INDEBTEDNESS EVIDENCED THEREBY, AND THE RELATED GUARANTEES, THE EXERCISE OF ANY RIGHT OR REMEDY WITH RESPECT THERETO, AND CERTAIN OF THE RIGHTS OF THE HOLDER THEREOF ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this July 19, 2022, by and between MILTON INDUSTRIES, INC., a Delaware corporation (the “Grantor”), and MILTON DEBTCO, LLC, as agent for the Secured Creditors (in such capacity, together with its successors and assigns, the “Agent”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Amended and Restated Note Purchase Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “A&R Note Purchase Agreement”), by and among MILTON MIDCO, LLC, a Delaware limited liability company (the “Company”), TOOL GROUP HOLDINGS CORP., a Delaware corporation (“Holdings”), the Grantor, the other Guarantors from time to time party thereto (together with the Company, Holdings and the Grantor, collectively, the “Loan Parties”), the Agent and the Purchasers from time to time party thereto (the “Purchasers”), the Purchasers are willing to purchase from the Grantor certain Secured Notes and make certain other financial accommodations available to the Grantor pursuant to the terms and conditions thereof, but only upon the condition, among others, that the Loan Parties shall have executed and delivered to the Agent, for the benefit of the Secured Creditors, that

certain Second Lien Security Agreement, dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver to the Agent, for the benefit of the Secured Creditors, this Trademark Security Agreement.

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 capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement and/or the A&R Note Purchase Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. The Grantor hereby unconditionally grants, collaterally assigns and pledges to the Agent, for the benefit of the Secured Creditors, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following, whether now owned or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and rights in and to exclusive Intellectual Property Licenses with respect to Trademarks to which it is a party including those Trademarks referred to on Schedule I hereto;

(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, without limitation, any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark;

provided that, notwithstanding anything to the contrary in this Trademark Security Agreement, the Trademark Collateral shall exclude any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law, provided that upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Trademark Collateral.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secures the payment and performance of the Secured 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 Secured Obligations and would be owed by the Grantor to the Agent or the

other Secured Creditors, but for the fact that they are unenforceable or not allowable due to the existence of a proceeding under Bankruptcy Laws 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 the Agent, for the benefit of the Secured Creditors, pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Creditors 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. GOVERNING LAW. This Trademark Security Agreement is made under and governed by the laws of the State of New York without regard to conflicts of laws principles.

6. 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 notice in writing to the Agent as required by the Security Agreement with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting the Grantor's obligations under this Section 5, the Grantor hereby authorizes the Agent to unilaterally amend Schedule I to include future United States registered trademarks or trademark applications of the Grantor. Notwithstanding the foregoing, no failure to amend Schedule I shall in any way affect, invalidate or detract from the Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

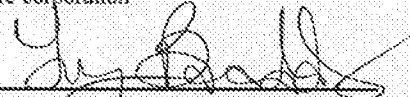
7. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall together constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Agreement

[SIGNATURE PAGE FOLLOWS]

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

GRANTOR:

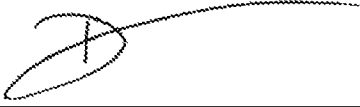
MILTON INDUSTRIES, INC.,
a Delaware corporation

By: 
Name: Lynn Breaddus
Title: Chief Financial Officer

{Signature Page to Second Lien Trademark Security Agreement}

ACCEPTED AND ACKNOWLEDGED BY:

MILTON DEBT CO, LLC

By:  _____

Name: David I. Wolmer

Title: Vice President

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademarks

Mark	Application No.	Application Date	Registration No.	Registration Date	Owner/ Applicant
TEXAS TWISTER	87418145	April 20, 2017	5349419	December 5, 2017	Milton Industries, Inc.
TEXAS TWISTER	97373545	April 21, 2022	N/A	N/A	Milton Industries, Inc.
SHOCKIT	97373555	April 21, 2022	N/A	N/A	Milton Industries, Inc.
LTI TOOLS	97376328	April 22, 2022	N/A	N/A	Milton Industries, Inc.
RADIATOR ROCKET	97376357	April 22, 2022	N/A	N/A	Milton Industries, Inc.