

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM745329

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
STAR STAINLESS SCREW CO.		07/28/2022	Corporation: NEW JERSEY
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:	Utah State Bank: UTAH		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	5145357	ULTRA STAINLESS	
Registration Number:	4962416	STAR STAINLESS SCREW CO	
Registration Number:	4962415	STAR	
Registration Number:	4962414	STAR STAINLESS	
Registration Number:	4417735		
Registration Number:	4312159		
Registration Number:	4312158		
Registration Number:	4312156	I-N-S-T-A-N-T STOCK	
Registration Number:	4279350	STAN	
Registration Number:	3093901	WE MOVE SLOWLY	
Registration Number:	2985943		
Registration Number:	2128335	STAINLESS STAN	
Registration Number:	1915979		
Registration Number:	1019843	RIGHT OFF THE SHELF	
Serial Number:	97168900	STAR STAINLESS	
Serial Number:	97159894		
Serial Number:	97173567	STAR STAINLESS	
Serial Number:	97162063		

OP \$490.00 5145357

Property Type	Number	Word Mark
Serial Number:	97162008	

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 800-713-0755

Email: james.murray@wolterskluwer.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Jennifer Owens
SIGNATURE:	/Jennifer Owens/
DATE SIGNED:	08/02/2022

Total Attachments: 7

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

STAR STAINLESS SCREW CO.

- Individual(s)
- Partnership
- Corporation- State: New Jersey
- Other
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) July 28, 2022

- Assignment
- Security Agreement
- Merger
- Change of Name
- Other

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Ally Bank, as Administrative Agent

Street Address: 300 Park Avenue, 4th Floor

City: New York

State: New York

Country: USA Zip: 10022

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other Utah State Bank Citizenship Utah

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

See Schedule I attached

B. Trademark Registration No.(s) _____

See Schedule I attached

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Jennifer Owens

Internal Address: c/o Thompson Coburn Hahn & Hessen LLP

Street Address: 488 Madison Avenue

City: New York

State: New York Zip: 10022

Phone Number: 212-478-7200

Docket Number: _____

Email Address: jowens@thompsoncoburn.com

6. Total number of applications and registrations involved:

19

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____


- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:



Signature

Jennifer Owens

Name of Person Signing

August 1, 2022

Date

Total number of pages including cover sheet, attachments, and document:

7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of July 28, 2022 (this “**Trademark Security Agreement**”), by Star Stainless Screw Co. (a/k/a Star Stainless Screw Company), a New Jersey corporation (the “**Grantor**”), in favor of Ally Bank, in its capacity as administrative agent and collateral agent pursuant to the Credit Agreement (as defined in the Security Agreement, defined below) (in such capacity, the “**Administrative Agent**”).

WITNESSETH:

WHEREAS, the Grantor is party to a Security Agreement dated as of April 5, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Administrative Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement and the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby assigns and pledges to the Administrative Agent, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent for the benefit of the Secured Parties a continuing security interest in all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of the Grantor: Trademarks of the Grantor listed on Schedule I attached hereto.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative 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 of which are incorporated herein by reference. 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.

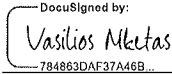
SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Administrative Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery by facsimile or other electronic communication 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.

SECTION 6. Governing Law. The terms of Sections 10.15 and 10.16 of the Credit Agreement with respect to governing law, submission of jurisdiction, venue and waiver of jury trial are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

[Signature pages follow]

STAR STAINLESS SCREW CO.

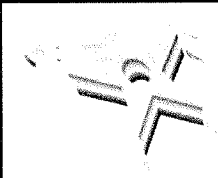

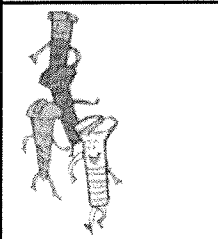
By: 
784863DAF37A46B...
Name: Vasilios Niketas
Title: Chief Executive Officer

ALLY BANK,
as Administrative Agent

By: Steven J. Brown
Name: Steven J. Brown
Title: Authorized Signatory

Schedule I
Trademark Registrations and Use Applications



Registrations:

Mark	Jurisdiction	Owner	Serial Number	Filing Date	Reg. No.	Reg. Date
ULTRA STAINLESS	US	Star Stainless Screw Co.	8706823 1	6/11/2016	5145357	2/21/201 7
STAR STAINLESS SCREW CO	US	Star Stainless Screw Co.	8646294 4	11/24/201 4	4962416	5/24/201 6
STAR	US	Star Stainless Screw Co.	8646225 0	11/22/201 4	4962415	5/24/201 6
STAR STAINLESS	US	Star Stainless Screw Co.	8646224 6	11/22/201 4	4962414	5/24/201 6
	US	Star Stainless Screw Co.	8584882 4	2/13/2013	4417735	10/15/20 13
	US	Star Stainless Screw Co.	8565942 7	6/22/2012	4312159	4/2/2013
	US	Star Stainless Screw Co.	8565937 8	6/22/2012	4312158	4/2/2013
I-N-S-T-A-N-T STOCK	US	Star Stainless Screw Co.	8565921 6	6/22/2012	4312156	4/2/2013
STAN	US	Star Stainless Screw Co.	8564548 5	6/7/2012	4279350	1/22/201 3
WE MOVE SLOWLY	US	Star Stainless Screw Co.	7833572 4	12/3/2003	3093901	5/16/200 6


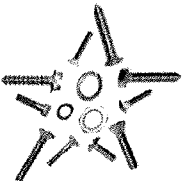



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TRADEMARK
REEL: 007808 FRAME: 0768

Mark	Jurisdiction	Owner	Serial Number	Filing Date	Reg. No.	Reg. Date
	US	Star Stainless Screw Co.	76564895	12/12/2003	2985943	8/16/2005
STAINLESS STAN	US	Star Stainless Screw Co.	75142300	7/30/1996	2128335	1/13/1998
	US	Star Stainless Screw Co.	74554080	7/27/1994	1915979	9/5/1995
RIGHT OFF THE SHELF	US	Star Stainless Screw Co.	73036584	11/7/1974	1019843	9/9/1975

Applications:

Mark	Jurisdiction	Owner	Serial Number	Filing Date	Reg. No.	Reg. Date
	US	Star Stainless Screw Co.	97168900	12/13/2021	N/A	N/A
	US	Star Stainless Screw Co.	97159894	12/7/2021	N/A	N/A
	US	Star Stainless Screw Co.	97173567	12/15/2021	N/A	N/A
	US	Star Stainless Screw Co.	97162063	12/8/2021	N/A	N/A
	US	Star Stainless Screw Co.	97162008	12/8/2021	N/A	N/A

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