

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM747789

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TD WILLIAMSON LLC		06/30/2022	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Cadence Bank		
Street Address:	1333 West Loop South		
Internal Address:	18th Floor		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77027		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 20			
Property Type	Number	Word Mark	
Registration Number:	1095781	KALIPER	
Registration Number:	0646338	LOCK-O-RING	
Registration Number:	0936049	PIG SIG	
Registration Number:	6572885	PROSTOPP	
Registration Number:	2386880	REALSEAL	
Registration Number:	3528861	RES-Q	
Registration Number:	1967444	ROUGH RIDER	
Registration Number:	1207841	SANDWICH	
Registration Number:	0757159	SHORTCUTT	
Registration Number:	0732451	SHORTSTOPP	
Registration Number:	3663737	SMARTPLUG	
Registration Number:	3442394	SMARTTRAP	
Registration Number:	4290258	SPIRALL	
Registration Number:	0874197	STOPPLE	
Registration Number:	0890766	TDW	
Registration Number:	1112986	TDW	
Registration Number:	1248140	VANTAGE	
Registration Number:	3197249	V-JET	

CH \$515.00 1095781

Property Type	Number	Word Mark
Registration Number:	0787423	WEDGE-LOCK
Registration Number:	3295051	X-PIG

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: 2128502874
Email: MieshaHollingsworth@huntonak.com
Correspondent Name: Hunton AK LLP
Address Line 1: 200 Park Avenue
Address Line 2: 52nd Floor
Address Line 4: New York, NEW YORK 10166

NAME OF SUBMITTER:	GREGORY L. PORTER
SIGNATURE:	/Gregory L. Porter/
DATE SIGNED:	08/11/2022

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of June 30, 2022 (this "Agreement"), is made and entered into by and between TD Williamson, LLC, a Delaware limited liability company (the "Grantor"), and Cadence Bank, as administrative agent under the Credit Agreement referred to below (the "Administrative Agent").

RECITALS:

WHEREAS, the Grantor owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, pursuant to that certain Credit Agreement, dated as of June 30, 2022 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), by and among the Grantor, as Borrower, the Guarantors party thereto (the "Guarantors"), the Lenders party thereto (the "Lenders") and the Administrative Agent, the Lenders have agreed to make Loans to and make other extensions of credit on behalf of the Grantor (capitalized terms used but not defined herein have the respective meanings assigned to them in the Credit Agreement); and

WHEREAS, pursuant to the terms of the Pledge and Security Agreement dated as of even date with the Credit Agreement (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among the Borrower, the Guarantors from time to time party thereto and the Administrative Agent, the Grantor has agreed to grant in favor of the Administrative Agent, for the benefit of the Secured Parties (as defined in the Security Agreement), a perfected security interest in, and the Administrative Agent has agreed to become a secured creditor with respect to, the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, as collateral security for the prompt payment in full when due (whether at stated maturity, by acceleration or otherwise) and performance of the Secured Obligations, the Grantor hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all of the Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which the Grantor now has or hereafter acquires an interest and wherever the same may be located (the "Trademark Collateral"):

- (i) all trade names, trademarks and service marks, logos, trademark and service mark registrations, and applications for trademark and service mark registrations, including but not limited to those registrations and applications listed on Schedule A;
- (ii) all renewals of trademark and service mark registrations;
- (iii) all rights, licenses and goodwill arising out of the foregoing, now existing or hereafter coming into existence, (A) to all income, royalties, damages and other payments (including in respect of all past, present and future infringements) with respect to any of the foregoing, (B) to sue for all past, present and future infringements thereof,

and (C) otherwise accruing under or pertaining to any of the foregoing, together, in each case, with the product lines and goodwill of the business connected with the use of, and symbolized by, each such trade name, trademark and service mark;

(iv) all licenses or user or other agreements granted to the Grantor with respect to any of the foregoing, in each case whether now or hereafter owned or used; and

(v) all causes of action, claims and warranties now or hereafter owned or acquired by the Grantor in respect of any of the items listed above.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include, and the Grantor shall not be deemed to have granted a security interest in, any of the Grantor's rights or interests in any license, contract or agreement to which the Grantor is a party or any of its rights or interests thereunder to the extent, but only to the extent, that such a grant would, under the terms of such license, contract or agreement or otherwise, result in a breach of the terms of, or constitute a default under, any license, contract or agreement to which the Grantor is a party; provided, that immediately upon the ineffectiveness, lapse or termination of any such provision, the Trademark Collateral shall include, and the Grantor shall be deemed to have granted a security interest in, all such rights and interests as if such provision had never been in effect.

The Grantor further acknowledges that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral 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 are any conflicts or inconsistencies between this Agreement and the Credit Agreement or the Security Agreement, the provisions of the Credit Agreement or Security Agreement (as applicable) shall control.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be duly executed and delivered as of the date first above written.

TD WILLIAMSON, LLC

By: 

Name: Tory Baker

Title: Vice President

**SCHEDULE A
TO
TRADEMARK SECURITY AGREEMENT**

Trademarks

Mark	Status	Country or State	Application Number	Filing Date	Registration Number	Date Issued	Owner
KALIPER	Registered	US	73/108,530	December 6, 1976	1,095,781	July 11, 1978	T. D. WILLIAMSON, INC.
LOCK-O-RING	Registered	US	72/016,983	October 4, 1956	0,646,338	June 4, 1957	T. D. WILLIAMSON, INC.
PIG SIG	Registered	US	72/368,960	August 24, 1970	0,936,049	June 20, 1972	T. D. WILLIAMSON, INC.
PROSTOPP	Registered	US	90/284,308	October 28, 2020	6,572,885	November 30, 2021	T. D. Williamson, Inc.
REALSEAL	Registered	US	75/507,468	June 23, 1998	2,386,880	September 19, 2000	T. D. WILLIAMSON, INC.
RES-Q	Registered	US	77/352,372	December 14, 2007	3,528,861	November 4, 2008	T. D. WILLIAMSON, INC.
ROUGH RIDER	Registered	US	74/581,351	October 3, 1994	1,967,444	April 9, 1996	T. D. Williamson, Inc.
SANDWICH	Registered	US	73/302,327	March 23, 1981	1,207,841	September 14, 1982	T. D. Williamson, Inc.
SHORTCUTT	Registered	US	72/145,226	May 22, 1962	0,757,159	September 24, 1963	T. D. Williamson, Inc.
SHORTSTOPP	Registered	US	72/124,246	July 18, 1961	0,732,451	June 5, 1962	T. D. WILLIAMSON, INC.
SMARTPLUG	Registered	US	78/884,997	May 16, 2006	3,663,737	August 4, 2009	T. D. Williamson, Inc.
SMARTTRAP	Registered	US	78/694,550	August 17, 2005	3,442,394	June 3, 2008	T. D. Williamson, Inc.
Spiral	Registered	US	85/596,275	April 12, 2012	4,290,258	February 12, 2013	T. D. Williamson, Inc.
STOPPLE	Registered	US	72/278,261	August 14, 1967	0,874,197	August 5, 1969	T. D. WILLIAMSON, INC.
TDW & DESIGN	Registered	US	72/306,290	August 29, 1968	0,890,766	May 12, 1970	T. D. WILLIAMSON, INC.
TDW & DESIGN	Registered	US	73/118,663	March 11, 1977	1,112,986	February 13, 1979	T. D. WILLIAMSON, INC.
VANTAGE	Registered	US	73/302,328	March 23, 1981	1,248,140	August 16, 1983	T. D. WILLIAMSON, INC.
V-JET	Registered	US	78/332,150	November 24, 2003	3,197,249	January 9, 2007	T. D. Williamson, Inc.
WEDGE-LOCK	Registered	US	72/198,246	July 20, 1964	0,787,423	March 30, 1965	T. D. WILLIAMSON, INC.
X-PIG	Registered	US	78/689,271	August 10, 2005	3,295,051	September 18, 2007	T. D. Williamson, Inc.

TRADEMARK

REEL: 007819 FRAME: 0410

RECORDED: 08/11/2022