

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM749959

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Nelson Worldwide, LLC		08/19/2022	Limited Liability Company: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PNC Bank, National Association		
<b>Street Address:</b>	500 First Avenue		
<b>Internal Address:</b>	Commercial Loan Service Center/DCC		
<b>City:</b>	Pittsburgh		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	15219		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2999634	NELSON	
<b>Serial Number:</b>	90686972	N	
<b>Serial Number:</b>	90686968	NELSON	
<b>Serial Number:</b>	90686965	NELSON	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2158325619		
<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>			
<b>Phone:</b>	2155695619		
<b>Email:</b>	timothy.pecsenye@blankrome.com		
<b>Correspondent Name:</b>	Timothy D. Pecszenye (074658-22069)		
<b>Address Line 1:</b>	One Logan Square		
<b>Address Line 2:</b>	8th Floor		
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19103		
<b>ATTORNEY DOCKET NUMBER:</b>	074658-22069		
<b>NAME OF SUBMITTER:</b>	Timothy D. Pecszenye		
<b>SIGNATURE:</b>	/Timothy D. Pecszenye/		
<b>DATE SIGNED:</b>	08/19/2022		

OP \$115.00 2999634

**Total Attachments: 5**

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**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “**Agreement**”) made as of this 19th day of August, 2022 by NELSON WORLDWIDE, LLC, a Pennsylvania limited liability company (the “**Grantor**”), in favor of PNC BANK, NATIONAL ASSOCIATION (“**PNC**”), in its capacity as agent for the Lenders (“**Agent**”).

W I T N E S S E T H

WHEREAS, Grantor, Nelco Architecture, Inc., a Pennsylvania corporation (“**Nelco Architecture**”), The Nelson Upper Midwest Operating Company, LLC, a Delaware limited liability company (“**NUMOC**”), Nelson Architecture & Interiors, Inc., an Ohio corporation (“**Nelson Interiors**”), and Nelco Architecture Corp., a New Jersey corporation (“**Nelco AC**” together with Grantor, Nelco Architecture, NUMOC, Nelson Interiors and each Person party to the Credit Agreement (as defined below) as a borrower from time to time, collectively, the “**Borrowers**”), have entered into that certain Revolving Credit and Security Agreement, dated as of the date hereof, among Borrowers, the financial institutions which are now or which thereafter become a party thereto (collectively, the “**Lenders**” and each individually a “**Lender**”) and Agent (as amended, restated, supplemented, or replaced from time to time, the “**Credit Agreement**”), whereby Lenders agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, as security for the Obligations under the Credit Agreement, Grantor has granted to Agent, for the benefit of Lenders, a security interest in substantially all of the assets of such Grantor including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired patents, copyrights, trademarks (or any application in respect of the foregoing), and all products and proceeds thereof, to secure the payment of all amounts owing by Borrowers under the Credit Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement. The Credit Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference. All terms capitalized but not otherwise defined herein shall have the same meanings ascribed to them in the Credit Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations under the Credit Agreement, Grantor hereby grants to Agent, for the benefit of itself and Lenders, and hereby reaffirms its prior grant pursuant to the Credit Agreement of a continuing security interest in such Grantor’s entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

a. each trademark, trademark application, copyright, copyright application, each patent and patent application listed on Schedule 1 annexed hereto (such trademarks and trademark applications, the “**Trademarks**”; such copyrights and copyright applications, the “**Copyrights**”; and such patents and patent applications, the “**Patents**”), in each case, together

with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Patent or Copyright; and

b. all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark, Copyright or Patent, or (ii) injury to the goodwill associated with any Trademark.

3. Covenants. Except as otherwise permitted under the Credit Agreement, Grantor agrees not to sell, license, grant any option, assign or further encumber its rights and interests in the Trademarks, Copyrights or Patents without the prior written consent of Agent.

4. Representations and Warranties. Grantor hereby represents and warrants that the Trademarks, Copyrights and Patents listed on Schedule 1 attached hereto constitute all trademarks, trademark applications, copyrights, copyright applications, patents and patent applications owned or registered to such Grantor as of the date of this Agreement.

5. Authorization To Supplement. If Grantor shall obtain rights to any new Trademarks, Patents or Copyrights, this Agreement shall automatically apply thereto. Without limiting Grantor's obligations under this Section 5, Grantor hereby authorizes Agent unilaterally to modify this Agreement solely for the purpose of amending Schedule 1, to include any such new Trademarks, Patents or Copyrights of Grantor identified in a written notice provided by Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule 1 hereto shall in any way affect, invalidate or detract from Agent's continuing security interest in all Trademarks, Patents or Copyrights, whether or not listed on the schedules hereto.

6. Counterparts. This 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 Agreement by signing and delivering one or more counterparts. Delivery by facsimile or electronic transmission shall bind the parties hereto.

7. Governing Law. This Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

8. Termination. This Agreement and the Liens and security interests granted hereunder shall automatically terminate upon a termination of the Credit Agreement pursuant to and in accordance with Article 13 thereof.

**[Signatures to appear on following page]**

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

NELSON WORLDWIDE, LLC

By: 

Name: John J. Nelson, Jr.


Title: Chief Executive Officer

[Signature Page to Intellectual Property Security Agreement]

**TRADEMARK**  
**REEL: 007826 FRAME: 0939**

Agreed and Accepted:

**PNC BANK, NATIONAL ASSOCIATION,**  
as Agent

By:  \_\_\_\_\_  
Name: Robert T. Orzechowski  
Title: Senior Vice President

**SCHEDULE 1****Trademarks:**

<b>Trademark Description</b>	<b>Owner</b>	<b>Application No.</b>	<b>Filing Date</b>	<b>U.S. Registration No.</b>	<b>Date Registered</b>
Nelson (typed drawing)	Nelson Worldwide, LLC	76/531,309	July 22, 2003	2,999,634	September 27, 2005
N Logo	Nelson Worldwide, LLC	90/686,972	May 3, 2021	N/A	N/A
NELSON (Stylized)	Nelson Worldwide, LLC	90/686,968	May 3, 2021	N/A	N/A
NELSON	Nelson Worldwide, LLC	90/686,965	May 3, 2021	N/A	N/A

**Patents:** None.**Copyrights:** None.