

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM757205

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Intraco, Inc.		09/23/2022	Corporation: IOWA
Spiroflow Systems, Inc.		09/23/2022	Corporation: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	Abacus Finance Group, LLC		
Street Address:	335 Madison Avenue		
Internal Address:	23rd		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	3582930	CABLEVEY	
Registration Number:	1017868	CABLEVEY	
Registration Number:	6512431	CLEARVEY	
Registration Number:	6761615	THE CLEAN WAY TO CONVEY	
Registration Number:	3796450	THE GENTLE WAY TO CONVEY	
Registration Number:	4184356	DYNAFLOW	
Registration Number:	4184355	CABLEFLOW	
Registration Number:	4146613	SPIROFLOW	
Registration Number:	4598927	SPIROFLOW KNOWS	
Registration Number:	4800950	AEROFLOW	
Registration Number:	5257889	SPIROFLOW	
Registration Number:	5146968	CHAINFLOW	
Serial Number:	90866511	THE CLEAR WAY TO CONVEY	
Registration Number:	4778885	SPIROFIL	
CORRESPONDENCE DATA			
Fax Number:			

OP \$365.00 3582930

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: 6174821776
Email: smordas@goulstonstorrs.com
Correspondent Name: Stacey A. Mordas
Address Line 1: C/O GOULSTON & STORRS PC
Address Line 2: 400 ATLANTIC AVENUE
Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:	Stacey A. Mordas
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SIGNATURE:	/Stacey A. Mordas/
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DATE SIGNED:	09/23/2022
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Total Attachments: 6

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source=06. Abacus - MRC Keystone (AHS) - Trademark Security Agreement (Executed)#page2.tif
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of September 23, 2022, is made by INTRACO, INC., an Iowa corporation (“Intraco”), SPIROFLOW SYSTEMS, INC., a North Carolina corporation (“Spiroflow” and together with Intraco, each a “Grantor” and collectively, the “Grantors”), in favor of Abacus Finance Group, LLC, in its capacity as administrative agent for the Lenders party to the Credit Agreement referred to below (in such capacity, the “Administrative Agent”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among MRC KEYSTONE ACQUISITION LLC, a Delaware limited liability company (the “Borrower”), MRC KEYSTONE INTERMEDIATE LLC, a Delaware limited liability company (“Holdings”), the lenders from time to time party thereto (the “Lenders”) and the Administrative Agent, the Lenders have agreed to extend credit and make certain financial accommodations to the Borrower;

WHEREAS, in connection with the Credit Agreement, the Grantors, the other grantors from time to time party thereto, and the Administrative Agent have entered into that certain Guarantee and Collateral Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”); and

WHEREAS, pursuant to the Credit Agreement and the Guarantee and Collateral Agreement, the Grantors are required to execute and deliver to the Administrative Agent, for the ratable benefit of the Secured Parties, this 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 Grantors hereby agree as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Guarantee and Collateral Agreement or, if not otherwise defined in the Guarantee and Collateral Agreement, the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. The Grantors hereby pledge, assign and grant to the Administrative Agent, on behalf of and for the ratable benefit of the Secured Parties, and their respective permitted successors, indorsees, transferees and assigns, a continuing first priority security interest in all of the Grantors’ right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “Trademark Collateral”):

2.1. all of its Trademarks, including those referred to on Schedule I hereto, excluding only 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, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

2.2. all extensions and renewals of the foregoing;

2.3. all goodwill connected with the use of, and symbolized by, each such Trademark;

2.4. all rights of any kind whatsoever of the Grantors accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

2.5. any and all royalties, fees, income, payments, products and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

2.6. any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

3. GUARANTEE AND COLLATERAL AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Administrative Agent, for the ratable benefit of the Secured Parties, pursuant to the Guarantee and Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of a conflict between the provisions of this Agreement and the Guarantee and Collateral Agreement, the Guarantee and Collateral Agreement shall control. This Agreement shall constitute a Collateral Document and a Loan Document (as such terms are defined in the Credit Agreement).

4. AMENDMENTS IN WRITING. None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except by an instrument in writing signed by the Administrative Agent and each Grantor.

5. GOVERNING LAW. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed in accordance with, the laws of the State of New York.

6. COUNTERPARTS. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement. Receipt by telecopy or other electronic transmission (including "PDF") of any executed signature page to this Agreement shall constitute effective delivery of such signature page.

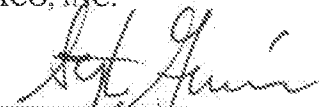
7. TERMINATION. Upon the termination of the Guarantee and Collateral Agreement pursuant to Section 8.17 thereof, upon written request of the Grantors, and at the expense of the Grantors, the Administrative Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form, and in form and substance reasonably acceptable to the Administrative Agent, releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Agreement.

[Remainder of this page intentionally left blank]

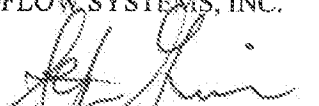
IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

INTRACO, INC.

By: 
Name: Stephen Griesemer
Title: Vice President

SPIROFLOW SYSTEMS, INC.

By: 
Name: Stephen Griesemer
Title: Vice President

ADMINISTRATIVE AGENT:

ABACUS FINANCE GROUP, LLC
as Administrative Agent

By: 

Name: Seth Friedman

Title: Managing Director

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT (ABACUS/AHS)]

TRADEMARK
REEL: 007854 FRAME: 0473

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

<u>Grantor/Owner/Applicant</u>	<u>Name</u>	<u>Serial No.</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Granting Jurisdiction</u>
Intraco, Inc.	CABLEVEY	N/A	817086757	6/21/1994	Brazil
Intraco, Inc.	CABLEVEY	N/A	198028	06/16/2010	India
Intraco, Inc.	CABLEVEY	N/A	243720	7/16/1992	South Korea
Intraco, Inc.	CABLEVEY	N/A	991976	9/28/2016	South Korea
Intraco, Inc.	CABLEVEY and Design	N/A	4002437200000	9/25/2002	South Korea
Intraco, Inc.	CABLEVEY	N/A	4002437200000	10/22/2002	South Korea
Intraco, Inc.	CABLEVEY	N/A	138805	7/24/1991	Thailand
Intraco, Inc.	CABLEVEY	N/A	157445	5/15/1992	Thailand
Intraco, Inc.	CABLEVEY	N/A	01746571	1/1/2016	Taiwan
Intraco, Inc.	CABLEVEY and Design	N/A	TMA221936	7/15/1977	Canada
Intraco, Inc.	CABLEVEY	N/A	3582930	3/3/2009	US
Intraco, Inc.	CABLEVEY	N/A	991976	1/16/2009	WIPO (WIPO Madrid with extension into the European Union and Japan)
Intraco, Inc.	CABLEVEY	N/A	201426140	9/25/2014	South Africa
Intraco, Inc.	CABLEVEY	N/A	354917	11/8/1978	Benelux
Intraco, Inc.	CABLEVEY and Design	N/A	3768264	8/8/2005	European Union
Intraco, Inc.	CABLEVEY and Design	N/A	903768264	8/8/2005	United Kingdom
Intraco, Inc.	CABLEVEY	N/A	800991976	1/18/2010	United Kingdom
Intraco, Inc.	CABLEVEY	N/A	1414571	4/30/1980	Japan
Intraco, Inc.	CABLEVEY	N/A	0991976	1/16/2009	Japan
Intraco, Inc.	CABLEVEY	N/A	1017868	8/12/1975	US
Intraco, Inc.	CABLEVEY & DESIGN	N/A	84/7929	9/6/1984	South Africa
Intraco, Inc.	CABLEVEY	N/A	687400	9/20/1996	Italy
Intraco, Inc.	CABLEVEY and design	N/A	11094339	2/15/2008	Italy
Intraco, Inc.	CABLEVEY and design	N/A	902098	7/16/2003	Italy
Intraco, Inc.	CLEARVEY	N/A	6512431	10/5/2021	US
Intraco, Inc.	THE CLEAN WAY TO CONVEY	N/A	6761615	6/14/2022	US
Intraco, Inc.	THE GENTLE WAY TO CONVEY	N/A	3796450	6/1/2010	US
Intraco, Inc.	CABLEVEY	N/A	280637	8/5/1974	Australia
Intraco, Inc.	CABLEVEY CONVEYORS THE	N/A	57914568	1/28/2022	China

<u>Grantor/Owner/Applicant</u>	<u>Name</u>	<u>Serial No.</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Granting Jurisdiction</u>
	GENTLE WAY TO CONVEY (design)				
Intraco, Inc.	CABLEVEY CONVEYORS THE GENTLE WAY TO CONVEY (design)	N/A	57912460	1/28/2022	China
Intraco, Inc.	CABLEVEY CONVEYORS THE GENTLE WAY TO CONVEY (design)	N/A	57908318	2/7/2022	China
Spiroflow Systems, Inc.	DYNAFLOW	N/A	4,184,356	7/31/2012	US
Spiroflow Systems, Inc.	CABLEFLOW	N/A	4,184,355	7/31/2012	US
Spiroflow Systems, Inc.	SPIROFLOW	N/A	4,146,613	5/22/2012	US
Spiroflow Systems, Inc.	DYNAFLOW	N/A	TMA839,749	1/11/2013	Canada
Spiroflow Systems, Inc.	CABLEFLOW	N/A	TMA839,763	1/11/2013	Canada
Spiroflow Systems, Inc.	SPIROFLOW	N/A	TMA860,885	9/23/2013	Canada
Spiroflow Systems, Inc.	SPIROFLOW KNOWS	N/A	4,598,927	9/2/2014	US
Spiroflow Systems, Inc.	AEROFLOW	N/A	4,800,950	8/25/2015	US
Spiroflow Systems, Inc.	AEROFLOW	N/A	TMA971,947	5/29/2017	Canada
Spiroflow Systems, Inc.	SPIROFIL	N/A	4,778,885	7/21/2015	US
Spiroflow Systems, Inc.	SPIROFLOW + Design	N/A	5,257,889	8/1/2017	US
Spiroflow Systems, Inc.	CHAINFLOW	N/A	5,146,968	2/21/2017	US

TRADEMARK APPLICATIONS

<u>Grantor/Owner/Applicant</u>	<u>Name</u>	<u>Serial No.</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Granting Jurisdiction</u>
Intraco, Inc.	THE CLEAR WAY TO CONVEY	90866511	N/A	8/5/2021	US