

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM760375

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
National Metalwares, L.P.		08/31/2022	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	Schaumburg Bank & Trust Company, N.A.		
Street Address:	9701 W Higgins Road, Suite 360		
City:	Rosemont		
State/Country:	ILLINOIS		
Postal Code:	60018		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3071532	THE INN CROWD	
CORRESPONDENCE DATA			
Fax Number:	2029068669		
<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:	202.906.8618		
Email:	tm@dykema.com		
Correspondent Name:	Shannon M. McKeon		
Address Line 1:	1301 K Street, N.W., Suite 1100 West		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	104034-000017		
NAME OF SUBMITTER:	Shannon Marie McKeon		
SIGNATURE:	/Shannon Marie McKeon/		
DATE SIGNED:	10/11/2022		
Total Attachments: 7			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Security Agreement"), made as of August 31, 2022, by and between the Persons listed on the signature pages hereof (collectively, "Grantors"), and SCHAUMBURG BANK & TRUST COMPANY, N.A. ("Administrative Agent") whose address is 9701 W Higgins Road, Suite 360, Rosemont, Illinois 60018.

W I T N E S S E T H

WHEREAS, METALEX, LLC, a Delaware limited liability company, NATIONAL METALWARES, L.P., a Delaware limited partnership, UPG FABRICATION LLC, a Delaware limited liability company f/k/a Morton Global LLC, NATIONAL METALWARES HOLDINGS LLC, a Delaware limited liability company, SIDECAR NM LLC, a Delaware limited liability company (each a "Borrower" and collectively, "Borrowers"), other Loan Parties, various financial institutions (collectively, the "Lenders") and Administrative Agent are parties to a certain Loan and Security Agreement dated August 22, 2022 (as amended, amended and restated or otherwise modified from time to time, the "Loan Agreement") and other related loan documents of even date herewith (collectively, with the Loan Agreement, and as each may be amended or otherwise modified from time to time, the "Loan Documents"), which Loan Documents provide (i) for the Lenders to, from time to time, extend credit to or for the account of the Borrowers and (ii) for the grant by each Borrower and Guarantor to Administrative Agent for the benefit of the Lenders of a security interest in certain of such Borrower's and Guarantor's assets, including, without limitation, its trademarks and trademark applications;

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 Loan Documents. The Loan Documents and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Obligations, Grantor hereby grants to Administrative Agent for the benefit of the Lenders, and hereby reaffirms its prior grant pursuant to the Loan Documents of, a continuing security interest in Grantor's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications (other than "intent to use" applications until a verified statement of use is filed with and accepted by the United States Patent and Trademark Office with respect to such applications) in connection therewith, including, without limitation, the trademark registrations and applications listed on Schedule A attached hereto and made a part hereof and the trademarks, and renewals thereof, and all income, royalties, claims, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); all rights corresponding to any of the foregoing throughout the world and the goodwill of Grantor's business connected with the use of and symbolized by the Trademarks.

3. Term. The term of this Security Agreement shall extend until the payment in full of the Obligations and the termination of the Loan Documents. Grantor agrees that upon the occurrence and during the continuance of an Event of Default, the use by Administrative Agent for the benefit of the

Lenders of all Trademarks shall be without any liability for royalties or other related charges from Administrative Agent or any Lender to Grantor.

4. Release of Security Agreement. This Security Agreement is made for collateral purposes only. Upon payment in full of the Obligations and termination of the Loan Documents, Administrative Agent shall take such actions as may be necessary or proper to terminate the security interests created hereby and pursuant to the Loan Documents.

5. Expenses. All expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne by Grantor. All fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by Administrative Agent in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Trademarks or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks shall be borne by and paid by Grantor and until paid shall constitute Obligations.

6. Lenders' Right to Sue. After the occurrence and during the continuance of an Event of Default, Administrative Agent, for the benefit of the Lenders, shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and, if Administrative Agent shall commence any such suit, Grantor shall, at the request of Administrative Agent, do any and all lawful acts and execute any and all proper documents required by Administrative Agent in aid of such enforcement and Grantor shall promptly, upon demand, reimburse and indemnify Administrative Agent and the Lenders for all costs and expenses incurred by Administrative Agent in the exercise of its rights under this Section 6.

7. Waivers. No course of dealing between Grantor and Administrative Agent, nor any failure to exercise, nor any delay in exercising, on the part of Administrative Agent, any right, power or privilege hereunder or under the Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

8. Severability. The provisions of this Security Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Security Agreement in any jurisdiction.

9. Modification. This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided by a writing signed by the parties hereto.

10. Cumulative Remedies; Power of Attorney; Effect on Loan Documents. All of Administrative Agent's rights and remedies with respect to the Trademarks, whether established hereby or by the Loan Documents, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Grantor hereby authorizes Administrative Agent upon the occurrence and during the continuance of an Event of Default, to make, constitute and appoint any officer or agent of Administrative Agent as Administrative Agent may select, in its sole discretion, as Grantor's true and lawful attorney-in-fact, with power to (i) endorse Grantor's name on all applications, documents, papers and instruments necessary or desirable for Administrative Agent in the use of the Trademarks or (ii) take any other actions with respect to the Trademarks as Administrative Agent deems to be in the best interest of Administrative Agent and the Lenders, or (iii) grant or issue any exclusive or non-exclusive license under the Trademarks to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of

the Trademarks to anyone. Notwithstanding anything to the contrary herein, Administrative Agent shall not assign or otherwise dispose of any Trademark owned by any Grantor without assigning the assets and goodwill of the business associated therewith and any such assignment shall be null and void. Grantor hereby ratifies all that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Obligations shall have been paid in full and the Loan Documents have been terminated. Grantor acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of Administrative Agent or the Lenders under the Loan Documents but rather is intended to facilitate the exercise of such rights and remedies. Administrative Agent shall have, in addition to all other rights and remedies given it by the terms of this Security Agreement and the Loan Documents, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Illinois.

11. Binding Effect; Benefits. This Security Agreement shall be binding upon Grantor and its respective successors and assigns, and shall inure to the benefit of Administrative Agent, its successors, nominees and assigns as set forth in the Loan Agreement.

12. Governing Law. This Security Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and applicable federal law.

13. Headings. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede.

14. Survival of Representations. All representations and warranties of Grantor contained in this Security Agreement shall survive the execution and delivery of this Security Agreement and shall be remade on the date of each borrowing under the Loan Documents.

[Remainder of the page is intentionally blank; signature page on next page]

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

METALEX, LLC, a Delaware Limited Liability Company

By: UP Investment Holdings LLC
Its: Manager

By: UPG Enterprises LLC f/k/a Union Partners I LLC
Its: Manager

By: 
Christopher Hutter, Manager

By: _____
Paul D. Douglass, Manager

NATIONAL METALWARES, L.P., a Delaware Limited Partnership

By: Sidecar NM LLC
Its: General Partner

By: UP Investment Holdings LLC
Its: Manager

By: UPG Enterprises LLC f/k/a Union Partners I LLC
Its: Manager

By: 
Christopher Hutter, Manager

By: _____
Paul D. Douglass, Manager

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By: UP Investment Holdings LLC
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By: _____
Christopher Hutter, Manager

By:  _____
Paul D. Douglass, Manager

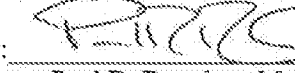
NATIONAL METALWARES, L.P., a Delaware Limited Partnership

By: Sidecar NM LLC
Its: General Partner

By: UP Investment Holdings LLC
Its: Manager

By: UPG Enterprises LLC f/k/a Union Partners I LLC
Its: Manager

By: _____
Christopher Hutter, Manager

By:  _____
Paul D. Douglass, Manager

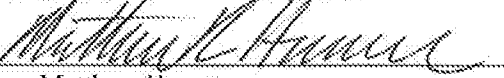
Signature Page to Trademark Security Agreement

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TRADEMARK
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Agreed and Accepted
As of the date first written above

SCHAUMBURG BANK & TRUST COMPANY, N.A.

By: 

Name: Matthew Hammer

Title: Senior Vice President

Signature Page to Trademark Security Agreement

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TRADEMARK
REEL: 007864 FRAME: 0032

SCHEDULE A
TRADEMARKS

<u>Owner</u>	<u>Trademarks</u>	<u>Application/ Registration Number</u>	<u>Application/Registration Date</u>
Metalex LLC	<u>DECK SPAN</u>	RN: 6219628 SN: 8866913	Registered, December 15, 2020
Metalex LLC	<u>METALEX</u>	RN: 2817521 SN: 78238087	Registered: February 24, 2004 Last Renewal: February 24, 2014
Metalex LLC	<u>MORTON</u>	RN: 6604710 SN: 88458854	Registered, January 4, 2022
Metalex LLC	<u>OPEN-GRIP</u>	RN: 0871595 SN: 72296857	Registered: June 24, 1969 Last Renewal: June 24, 2019
Metalex LLC	<u>STAR-DECK</u>	RN: 1919254 SN: 74585938	Registered: September 19, 1995 Last Renewal: September 19, 2015
Metalex LLC	<u>TREAD-GRIP</u>	RN: 5894476 SN: 88115488	Registered: October 29, 2019
National Metalwares, L.P.	<u>THE INN CROWD</u>	RN: 3071532 SN: 76576753	Registered: March 21, 2006 Last Renewal: March 21, 2016