

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM773170

|   |                               |                       |                    |
|---|-------------------------------|-----------------------|--------------------|
| <b>SUBMISSION TYPE:</b>   | RESUBMISSION                  |                       |                    |
| <b>NATURE OF CONVEYANCE:</b>  | SECURITY INTEREST             |                       |                    |
| <b>RESUBMIT DOCUMENT ID:</b>  | 900723956                     |                       |                    |
| <b>CONVEYING PARTY DATA</b>   |                               |                       |                    |
| <b>Name</b>   | <b>Formerly</b>               | <b>Execution Date</b> | <b>Entity Type</b> |
| REELCRAFT INDUSTRIES, INC.  |                               | 10/04/2022            | Corporation:       |
| <b>RECEIVING PARTY DATA</b>   |                               |                       |                    |
| <b>Name:</b>  | CIBC Bank USA                 |                       |                    |
| <b>Street Address:</b>  | 120 S. LaSalle Street         |                       |                    |
| <b>City:</b>  | Chicago                       |                       |                    |
| <b>State/Country:</b>   | ILLINOIS                      |                       |                    |
| <b>Postal Code:</b>   | 60603                         |                       |                    |
| <b>Entity Type:</b>   | banking corporation: ILLINOIS |                       |                    |
| <b>PROPERTY NUMBERS Total: 4</b>  |                               |                       |                    |
| <b>Property Type</b>  | <b>Number</b>                 | <b>Word Mark</b>      |                    |
| <b>Registration Number:</b>   | 1013408                       | REELCRAFT             |                    |
| <b>Registration Number:</b>   | 5480728                       | REELCRAFT             |                    |
| <b>Registration Number:</b>   | 2028231                       | REELCRAFT             |                    |
| <b>Serial Number:</b>   | 88683303                      | REELSAFE              |                    |
| <b>CORRESPONDENCE DATA</b>  |                               |                       |                    |
| <b>Fax Number:</b>  | 3124607000                    |                       |                    |
| <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>   | 3124605000                    |                       |                    |
| <b>Email:</b>   | slott@seyfarth.com            |                       |                    |
| <b>Correspondent Name:</b>  | Stephen D. Lott               |                       |                    |
| <b>Address Line 1:</b>  | 233 S. Wacker Drive           |                       |                    |
| <b>Address Line 2:</b>  | Suite 8000                    |                       |                    |
| <b>Address Line 4:</b>  | Chicago, ILLINOIS 60606       |                       |                    |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 058550-000141                 |                       |                    |
| <b>NAME OF SUBMITTER:</b>   | Stephen D. Lott               |                       |                    |
| <b>SIGNATURE:</b>   | /Stephen D. Lott/             |                       |                    |
| <b>DATE SIGNED:</b>   | 12/09/2022                    |                       |                    |

**Total Attachments: 9**

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**FIRST AMENDMENT TO  
PATENT AND TRADEMARK SECURITY AGREEMENT**

THIS FIRST AMENDMENT TO PATENT AND TRADEMARK SECURITY AGREEMENT (this "Amendment"), dated as of October 4, 2022 (the "Effective Date"), is by and among REELCRAFT INDUSTRIES, INC., an Indiana Corporation (the "Company"; and together with any other Person that becomes a Grantor as provided herein, the "Grantors" and each, a "Grantor"), in favor of CIBC Bank USA, in its capacity as administrative agent for the benefit of the financial institutions (the "Lenders") that are parties to the Credit Agreement referenced below from time to time (in such capacity, the "Administrative Agent").

**RECITALS**

A. Grantor and Administrative Agent have entered into that certain Patent and Trademark Security Agreement dated as of March 6, 2020 (as the same may from time to time be amended, modified, supplemented or restated, the "Patent and Trademark Security Agreement"), pursuant to which Grantor has granted Administrative Agent, for the benefit of the Lenders, a continuing security interest in and to all of the "Trademark Collateral" and "Patent Collateral", as defined in the Patent and Trademark Security Agreement.

B. Grantor, Madison Safety & Flow LLC, a Delaware limited liability company, the guarantors party thereto, the financial institutions that are or may from time to time become parties thereto and Administrative Agent are entering into that certain Amended and Restated Credit Agreement as of the Effective Date.

C. The Company has obtained an additional ownership interest in certain Trademark Collateral and Patent Collateral and the parties wish to amend Schedule 1 to include such additional Trademark Collateral and Schedule 2 to include such additional Patent Collateral.

**AGREEMENT**

NOW, THEREFORE, the parties agree as follows:

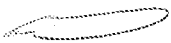
1. Definitions. Capitalized terms used but not defined in this Amendment shall have the meanings given to them in the Patent and Trademark Security Agreement.
2. Schedule 1. Schedule 1 attached hereto amends and replaces that certain Schedule 1 which was attached to the Patent and Trademark Security Agreement.
3. Schedule 2. Schedule 2 attached hereto amends and replaces that certain Schedule 2 which was attached to the Patent and Trademark Security Agreement.
4. Affirmation. Except the amendments to Schedule 1 and Schedule 2, the Patent and Trademark Security Agreement and all covenants, terms, conditions, and agreements therein, shall remain in full force and effect, and are hereby ratified and confirmed in all respects by Grantor.

5. Counterparts. This Amendment may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument.

[signature page follows]

The Grantor has caused this First Amendment to Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

REELCRAFT INDUSTRIES, INC.

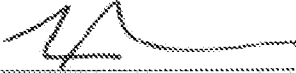
By:   
\_\_\_\_\_  
Aaron J. VanGetson  
Vice President and Assistant Secretary

[Signature Page to First Amendment to Patent and Trademark Security Agreement (Reelcraft)]

**TRADEMARK**  
**REEL: 007892 FRAME: 0079**

Acknowledged:

CIBC BANK USA,  
as Administrative Agent

By:   
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Olga Krasner  
Managing Director

[Signature Page to First Amendment to Patent and Trademark Security Agreement (Reelcraft)]

**TRADEMARK**  
**REEL: 007892 FRAME: 0080**

SCHEDULE 1  
to  
PATENT AND TRADEMARK SECURITY AGREEMENT

U.S. Trademark Registrations

| <u>Mark</u>        | <u>Owner</u>               | <u>Reg. Date</u> | <u>Reg. No.</u> |
|--------------------|----------------------------|------------------|-----------------|
| REELCRAFT & Design | Reelcraft Industries, Inc. | 6/17/75          | 1,013,408       |
| REELCRAFT & Design | Reelcraft Industries, Inc. | 1/7/97           | 2,208,231       |
| REELCRAFT          | Reelcraft Industries, Inc. | 5/29/18          | 5,480,728       |

U.S. Trademark Applications

| <u>Mark</u> | <u>Filing Date</u> | <u>Application No.</u> |
|-------------|--------------------|------------------------|
| REELSAFE    | 11/17/19           | 88/683,303             |

Non-U.S. Trademark Registrations

| <u>Owner</u>               | <u>Country</u> | <u>Mark</u>                             | <u>Reg. Date</u> | <u>Reg. No.</u> |
|----------------------------|----------------|---|------------------|-----------------|
| Reelcraft Industries, Inc. | Australia      | REELCRAFT & Design                      | 5/4/94           | 628920          |
| Reelcraft Industries, Inc. | Australia      | REELTEK                                 | 7/19/04          | 957744          |
| Reelcraft Industries, Inc. | Canada         | REELCRAFT & Design                      | 7/12/01          | TMA548030       |
| Reelcraft Industries, Inc. | Canada         | REELTEK                                 | 4/21/06          | TMA663136       |
| Reelcraft Industries, Inc. | China          | REELCRAFT                               | 1/7/10           | 6194214         |
| Reelcraft Industries, Inc. | China          | REELCRAFT & Design                      | 3/14/11          | 8107927         |
| Reelcraft Industries, Inc. | China          | REELTEK                                 | 11/28/04         | 3545184         |
| Reelcraft Industries, Inc. | China          | RUIJI (REELCRAFT in Chinese characters) | 1/7/08           | 4344396         |
| Reelcraft Industries, Inc. | China          | RUIJI (REELCRAFT in Chinese characters) | 5/28/07          | 4344395         |
| Reelcraft Industries, Inc. | China          | RUIJI (REELCRAFT in Chinese characters) | 5/28/07          | 4344394         |
| Reelcraft Industries, Inc. | E.U.           | REELCRAFT & Design                      | 4/2/02           | 2029361         |
| Reelcraft Industries, Inc. | E.U.           | REELTEK                                 | 12/21/04         | 3093788         |
| Reelcraft Industries, Inc. | Hong Kong      | REELCRAFT & Design                      | 5/6/94           | 199510770       |
| Reelcraft Industries, Inc. | Indonesia      | REELCRAFT & Design                      | 8/18/04          | IDM000014541    |
| Reelcraft Industries, Inc. | Malaysia       | REELCRAFT & Design                      | 7/22/09          | 94/05231        |

Schedule 1 to First Amendment to Patent and Trademark Security Agreement

87251234v.1

**TRADEMARK**  
**REEL: 007892 FRAME: 0082**



|                            |           |                    |         |           |
|----------------------------|-----------|--------------------|---------|-----------|
| Reelcraft Industries, Inc. | Mexico    | REELCRAFT & Design | 6/27/97 | 552215    |
| Reelcraft Industries, Inc. | Mexico    | REELTEK            | 6/26/03 | 797414    |
| Reelcraft Industries, Inc. | Singapore | REELCRAFT & Design | 8/10/94 | T9406844Z |
| Reelcraft Industries, Inc. | Taiwan    | REELCRAFT & Design | 4/1/95  | 676447    |
| Reelcraft Industries, Inc. | Thailand  | REELCRAFT & Design | 6/17/94 | KOR34131  |

Non-U.S. Trademark Applications

| <u>Country</u> | <u>Applicant</u>           | <u>Mark</u> | <u>App. Date</u> | <u>App. No.</u> |
|----------------|----------------------------|-------------|------------------|-----------------|
| Canada         | Reelcraft Industries, Inc. | REELSAFE    | 11/19/19         | 1508464         |
| China          | Reelcraft Industries, Inc. | REELSAFE    | 11/19/19         | 1508464         |
| Mexico         | Reelcraft Industries, Inc. | REELSAFE    | 11/19/19         | 1508464         |
| Singapore      | Reelcraft Industries, Inc. | REELSAFE    | 11/19/19         | 1508464         |

Common Law Trademarks - None

Trademark Licenses

| <u>Title of License</u> | <u>Parties</u> | <u>Effective Date</u> | <u>Expiration Date</u> |
|-------------------------|----------------|-----------------------|------------------------|
|-------------------------|----------------|-----------------------|------------------------|

Letter Agreement  
dated as of October  
1, 2017

W.W. Grainger,  
Inc. and Reelcraft  
Industries, Inc.

March 2, 2004

September 30,  
2020, automatic  
annual renewal

SCHEDULE 2  
to  
PATENT AND TRADEMARK SECURITY AGREEMENT

U.S. Patent Registrations

| <u>Title</u>                                 | <u>Owner</u>               | <u>Patent No.</u>   | <u>Issue Date</u> | <u>Expiration Date</u> |
|--|----------------------------|---------------------|-------------------|------------------------|
| Adjustable Reel Assembly                     | Reelcraft Industries, Inc. | 7,150,425           | 12/19/06          | 9/24/23                |
| Integrated Compressor Reel and Tank Assembly | Reelcraft Industries, Inc. | 9,352,933           | 5/31/16           | 8/29/33                |
| Reel Assembly                                | Reelcraft Industries, Inc. | 000475488-001       | 2/7/06            | <u>2/7/31</u>          |
| Reel Assembly                                | Reelcraft Industries, Inc. | 000476478-0001/0002 | 2/7/06            | <u>2/7/31</u>          |

U.S. Patent Applications

| <u>Title</u> | <u>Patent Application No.</u> | <u>Application Date</u> |
|--------------|-------------------------------|-------------------------|
| Hose Reel    | 17/259,863                    | 8/16/22 (Amendment B)   |
| Hose Stop    | 63/265,055                    | 12/7/21                 |