

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM767194

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Notice of Assignment of Security Interest in Trademarks at Reel/Frame No. 6394/0338		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Annaly Middle Market Lending LLC, as Resigning Agent		11/10/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Ares Capital Corporation, as Successor Agent		
Street Address:	245 Park Avenue, 44th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4173743	SI	
Registration Number:	4069643	BE SURE OF THE POWER TO RUN	
Registration Number:	4069642	ONE LINE. ONE COMPANY.	
Registration Number:	4069641	SHERMCO INDUSTRIES	
Registration Number:	4069640	SHERMCO	
CORRESPONDENCE DATA			
Fax Number:	2138918763		
<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>			
Email:	rhonda.deleon@lw.com		
Correspondent Name:	LATHAM & WATKINS LLP		
Address Line 1:	355 SOUTH GRAND AVENUE		
Address Line 4:	LOS ANGELES, CALIFORNIA 90071-1560		
ATTORNEY DOCKET NUMBER:	040896-0195		
NAME OF SUBMITTER:	Rhonda DeLeon		
SIGNATURE:	/Rhonda DeLeon/		
DATE SIGNED:	11/10/2022		
Total Attachments: 6			

OP \$140.00 4173743

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NOTICE OF ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS

November 10, 2022

Reference is made to (i) that certain Credit Agreement, dated as of June 5, 2018 (as amended by that certain Amendment No. 1 to Credit Agreement, dated as of September 19, 2019, that certain Amendment No. 2 to the Credit Agreement, dated as of August 2, 2022, and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Shermco Intermediate Holdings, Inc., a Delaware corporation (the "Borrower"), Shermco Buyer, Inc. ("Holdings"), a Delaware corporation, the lenders party thereto from time to time (the "Lenders") and Annaly Middle Market Lending LLC ("Annaly"), as administrative agent for the Lenders described therein (in such capacity, the "Administrative Agent") and as collateral agent for the Secured Parties described therein (in such capacity, the "Collateral Agent", and together with the Administrative Agent, the "Agent"); (ii) that certain Guaranty and Security Agreement, dated as of June 5, 2018 (as supplemented by that certain Pledge Amendment, dated as of November 19, 2019, and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among the Borrower, Holdings, the other grantors from time to time party thereto and the Agent; and (iii) that certain Trademark Security Agreement, dated as of June 5, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), by and between Shermco Industries, Inc., a Texas corporation and the Agent. Capitalized terms used herein but not defined have the meanings given to them in the Credit Agreement.

WHEREAS, pursuant to the Security Agreement and the Trademark Security Agreement, each of the grantors party thereto granted to the Agent for the benefit of the Secured Parties a security interest in and continuing lien on all of such grantor's right, title and interest in certain Trademark Collateral (as defined in the Trademark Security Agreement) including, without limitation, the Trademark Collateral set forth on Schedule A attached hereto (collectively, the "Trademark Collateral");

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office (the "USPTO") on June 5, 2018 at Reel/Frame 6394/0338;

WHEREAS, Annaly, as resigning Agent (the "Resigning Agent"), Ares Capital Corporation ("Ares"), as successor Agent (the "Successor Agent"), the Borrower, Holdings and the Lenders party thereto are parties to that certain Agency Assignment Agreement, dated as of July 29, 2022 (the "Agency Assignment Agreement"), pursuant to which (i) Annaly resigned as Agent under the Credit Agreement and each of the other Loan Documents, (ii) the Required Lenders appointed Ares as the successor Agent under the Credit Agreement and the other Loan Documents, and (iii) the Borrower consented to such appointment and Ares accepted such appointment; and

WHEREAS, the Resigning Agent and the Successor Agent have agreed to execute this Notice of Assignment of Security Interest in Trademarks (this "Notice") to evidence the assignment of the Resigning Agent's security interest in the Trademark Collateral for recordation with the USPTO.

NOW, THEREFORE, in accordance with the terms of the Agency Assignment Agreement and in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the Resigning Agent and the Successor Agent hereby agree as follows:

The effective date of this Notice shall be November 10, 2022 (the “Effective Date”).

Pursuant to the Agency Assignment Agreement, as of the Effective Date, (a) Ares has succeeded to (by way of assignment) and will be vested with the rights, powers, privileges, discretions, indemnities, immunities, obligations and interests of Agent under the Trademark Security Agreement other than the Retained Rights (as defined in the Agency Assignment Agreement) (collectively, the “Trademark Collateral Agency Rights”), including with respect to all of the Agent’s rights and interests as the secured party, on behalf of the Secured Parties, with respect to the Trademark Collateral and as the holder of any Lien therein and all rights under the Trademark Security Agreement, and (b) Annaly, in its capacity as Resigning Agent, assigns to the Successor Agent all of Annaly’s rights, title, interest, duties and obligations in all of the Trademark Collateral Agency Rights (it being understood that Annaly shall continue to enjoy the Retained Rights), in each case, without any recourse, representations or warranties of any kind or nature.

From and after the Effective Date, each of the undersigned agrees (a) each reference in the Trademark Security Agreement to “Agent” shall mean and be a reference to Ares, in its capacity as Successor Agent, (b) Ares becomes vested with all of the rights, duties, obligations and other interests of the Agent under the Security Agreement and the Trademark Security Agreement, except to the extent otherwise expressly provided in the Agency Assignment Agreement, and (c) Annaly is discharged from its rights, duties, obligations and other interests as the Agent under the Security Agreement and the Trademark Security Agreement, except to the extent otherwise expressly provided in the Agency Assignment Agreement.

This Notice is to provide notice of the assignment of the Trademark Collateral Agency Rights effected pursuant to the Agency Assignment Agreement, and each of the undersigned hereby acknowledges and agrees that the terms and provisions of such assignment are set forth in the Agency Assignment Agreement.

Nothing herein shall be deemed to terminate, interrupt or impair the continuity of the security interest in the Trademark Collateral originally granted to the Resigning Agent under the Trademark Security Agreement.

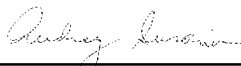
This Notice may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

This Notice and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York

[Signature page follows]

IN WITNESS WHEREOF, each of the undersigned has caused this Notice to be executed by its duly authorized officer as of the Effective Date.

ANNALY MIDDLE MARKET LENDING LLC,
as Resigning Agent



By: 
Name: Audrey Susanin
Title: Authorized Signatory

ARES CAPITAL CORPORATION, as Successor
Agent

By: *Dipika Chanana*
Name: Dipika Chanana
Title: Vice President

SCHEDULE A
INTELLECTUAL PROPERTY

TRADEMARKS

Owner	Trademark	Jurisdiction	Application Number / Filing Date	Registration Number/Filing Date
Shermco Industries, Inc.	SI Design 	U.S. Federal	85/163579 10/28/2010	4173743 7/17/2012
Shermco Industries, Inc.	BE SURE OF THE POWER TO RUN	U.S. Federal	85/163607 10/28/2010	4069643 12/13/2011
Shermco Industries, Inc.	ONE LINE. ONE COMPANY.	U.S. Federal	85/163598 10/28/2010	4069642 12/13/2011
Shermco Industries, Inc.	SHERMCO INDUSTRIES	U.S. Federal	85/163564 10/28/2010	4069641 12/13/2011
Shermco Industries, Inc.	SHERMCO	U.S. Federal	85/163558	4069640 12/13/2011
Shermco Industries, Inc.	MEC Design 	Canada	1632049	TMA885544 9/10/2014
Shermco Industries, Inc.	SHERMCO	U.S. AL		114126 1/14/2014
Shermco Industries, Inc.	SHERMCO	U.S. IL		106284 1/23/2014
Shermco Industries, Inc.	SHERMCO	U.S. AZ		590533 1/30/2014
Shermco Industries, Inc.	SHERMCO	U.S. LA		650196 2/24/2014
Shermco Industries, Inc.	SHERMCO	U.S. OH		2284786 4/7/2014
Shermco Industries, Inc.	SHERMCO	U.S. NM		TK14040901 4/9/2014
Shermco Industries, Inc.	SHERMCO INDUSTRIES	U.S. OR		43269 5/31/2014
Shermco Industries, Inc.	SHERMCO	U.S. ND		36451300 4/30/2014
Shermco Industries, Inc.	SHERMCO	U.S. OR		43270 5/31/2014
Shermco Industries, Inc.	SHERMCO INDUSTRIES	U.S. AZ		599375 6/2/2014
Shermco Industries, Inc.	SHERMCO	U.S. WI		6/4/2014
Shermco Industries, Inc.	SHERMCO INDUSTRIES	U.S. WI		6/4/2014
Shermco Industries, Inc.	SHERMCO INDUSTRIES	U.S. TN		6/13/2014

Owner	Trademark	Jurisdiction	Application Number / Filing Date	Registration Number/Filing Date
Shermco Industries, Inc.	SHERMCO INDUSTRIES Design <u>SHERMCO INDUSTRIES</u>	U.S. AL		114585 6/30/2014

SF-4915134

RECORDED: 11/10/2022

TRADEMARK
REEL: 007892 FRAME: 0873