

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM779755

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900724420

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ALBERT KEMPERLE LLC		10/07/2022	Limited Liability Company: DELAWARE
PINNACLE COLLISION REPAIR EQUIPMENT LLC		10/07/2022	Limited Liability Company: DELAWARE
LYQUID Specialty Coatings, LLC		10/07/2022	Limited Liability Company: NEW YORK
Wesco Group, LLC		10/07/2022	Corporation: WASHINGTON

RECEIVING PARTY DATA

Name:	BMO HARRIS BANK N.A., as Collateral Agent
Street Address:	320 S. Canal St.
Internal Address:	14th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	4587420	PRO LINE PERFORMANCE PRODUCTS
Registration Number:	4861304	PRO SAND
Registration Number:	5600036	PERFORMANCE DRIVEN PRODUCTS
Registration Number:	5498228	ALBERT KEMPERLE OF FLORIDA, LLC
Registration Number:	5112226	ALBERT KEMPERLE, INC.
Registration Number:	3571096	XKP
Registration Number:	3571094	KEMPERLE
Registration Number:	3571093	KEMPERLE
Registration Number:	5615577	PINNACLE COLLISION REPAIR EQUIPMENT
Registration Number:	5615576	PINNACLE COLLISION REPAIR EQUIPMENT
Registration Number:	6496337	LYQUID SPECIALTY COATINGS
Registration Number:	6496336	LYQUID SPECIALTY COATINGS

Property Type	Number	Word Mark
Registration Number:	6592084	LYQUID SPECIALTY COATINGS
Registration Number:	6674773	LYQUID SPECIALTY COATINGS
Registration Number:	6608855	LYQUID SPECIALTY COATINGS
Registration Number:	6608856	LYQUID SPECIALTY COATINGS

CORRESPONDENCE DATA

Fax Number:

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: .212.940.6562
Email: joanne.arnold@katten.com
Correspondent Name: Joanne BL Arnold
Address Line 1: Katten
Address Line 2: 50 Rockefeller Plaza
Address Line 4: New York, NEW YORK 10020-1605

NAME OF SUBMITTER:	Joanne BL Arnold
SIGNATURE:	/Joanne BL Arnold/
DATE SIGNED:	01/10/2023

Total Attachments: 6
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FIRST LIEN TRADEMARK SECURITY AGREEMENT

This FIRST LIEN TRADEMARK SECURITY AGREEMENT (as amended, restated, amended and restated, modified or supplemented from time to time, this “**Trademark Security Agreement**”), dated as of October 7, 2022, is made by WESCO GROUP, LLC, a Washington limited liability company, ALBERT KEMPERLE LLC, a Delaware limited liability company, PINNACLE COLLISION REPAIR EQUIPMENT LLC, a Delaware limited liability company, and LYQUID SPECIALTY COATINGS, LLC, a New York limited liability company (each a “**Grantor**”), in favor of BMO HARRIS BANK, N.A., as the Collateral Agent for the Secured Parties (together with its successors and assigns, the “**Collateral Agent**”).

WHEREAS, the Grantor is party to that certain First Lien Security Agreement, dated as of October 7, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among the Grantor, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Terms. Capitalized terms used but not defined herein shall have the meanings given or given by reference in the Security Agreement.

SECTION 2. Grant of Security. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest (the “**Security Interest**”) in all of the Grantor’s right, title and interest in, to and under the registered and applied for Trademarks set forth on Schedule A hereto and all extensions and renewals thereof, together with all goodwill associated therewith and symbolized thereby, and including the right to sue for past, present and future infringement or dilution of any of the foregoing, and to seek and retain any damages in connection therewith (collectively, the “**Trademark Collateral**”); *provided that* “**Trademark Collateral**” shall not include, and the Security Interest shall not attach to (a) any “*intent-to-use*” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing and acceptance of a “*Statement of Use*” pursuant to Section 1(d) of the Lanham Act or an “*Amendment to Allege Use*” pursuant to Section 1(c) of the Lanham Act with respect thereto to the extent that, and during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal Law (it being understood that, after such period, such intent-to-use application shall be automatically subject to the Security Interest granted herein and deemed to be included in the Trademark Collateral) or (b) any other Excluded Asset as provided under the Security Agreement.

SECTION 3. Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement with the U.S. Patent and Trademark Office.

SECTION 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of 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 instrument. Any signature to this Trademark Security Agreement may be delivered by facsimile, electronic mail (including pdf) or any

electronic signature complying with the U.S. federal ESIGN Act of 2000 or the New York Electronic Signature and Records Act or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes to the fullest extent permitted by applicable Law. For the avoidance of doubt, the foregoing also applies to any amendment, extension or renewal of this Trademark Security Agreement.

SECTION 5. Security Agreement. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein, and that the security interest granted hereunder to the Collateral Agent is in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

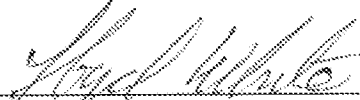
SECTION 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAW PRINCIPLES THEREOF, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST AND APPLICABLE FEDERAL LAWS PERTAINING TO TRADEMARKS).

SECTION 7. Intercreditor Agreements. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE COLLATERAL AGENT, FOR THE BENEFIT OF THE SECURED PARTIES, PURSUANT TO THIS TRADEMARK SECURITY AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT AND THE OTHER SECURED PARTIES HEREUNDER ARE SUBJECT TO THE PROVISIONS OF ANY APPLICABLE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF ANY SUCH INTERCREDITOR AGREEMENT AND THIS TRADEMARK SECURITY AGREEMENT, THE PROVISIONS OF SUCH INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

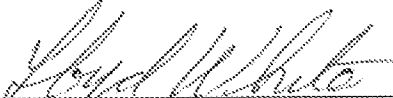
[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned has executed this Trademark Security Agreement as of the date first above written.

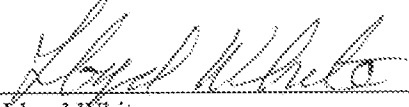
ALBERT KEMPERLE LLC

By: 
Name: Lloyd White
Title: President

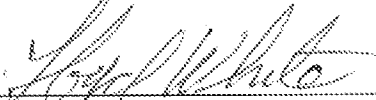
**PINNACLE COLLISION REPAIR EQUIPMENT
LLC**

By: 
Name: Lloyd White
Title: President

LYQUID SPECIALTY COATINGS, LLC

By: 
Name: Lloyd White
Title: President

WESCO GROUP, LLC

By: 
Name: Lloyd White
Title: President

BMO HARRIS BANK N.A., as Administrative Agent

By:  _____

Name: Stephen Mueller

Title: Director

SCHEDULE A

1. U.S. Trademark Registrations:

Holder	Mark	Registration No.	Registration Date
Wesco Group, LLC	Pro Line Performance Products	4,587,420	August 19, 2014
Wesco Group, LLC	Pro Sand	4,861,304	November 24, 2015
Albert Kemperle LLC	PERFORMANCE DRIVEN PRODUCTS	5,600,036	11/06/2018
Albert Kemperle LLC	ALBERT KEMPERLE OF FLORIDA, LLC	5,498,228	06/19/2018
Albert Kemperle LLC	ALBERT KEMPERLE, INC.	5,112,226	01/03/2017
Albert Kemperle LLC	XKP (logo)	3,571,096	02/10/2009
Albert Kemperle LLC	KEMPERLE (logo)	3,571,094	02/10/2009
Albert Kemperle LLC	KEMPERLE	3,571,093	02/10/2009
Pinnacle Collision Repair Equipment LLC	PINNACLE COLLISION REPAIR EQUIPMENT (logo)	5,615,577	11/27/2018
Pinnacle Collision Repair Equipment LLC	PINNACLE COLLISION REPAIR EQUIPMENT	5,615,576	11/27/2018
Lyquid Specialty Coatings, LLC	LYQUID SPECIALTY COATINGS (logo)	6,496,337	09/28/2021
Lyquid Specialty Coatings, LLC	LYQUID SPECIALTY COATINGS (logo)	6,496,336	09/28/2021
Lyquid Specialty Coatings, LLC	LYQUID SPECIALTY COATINGS	6,592,084	12/14/2021
Lyquid Specialty Coatings, LLC	LYQUID SPECIALTY COATINGS	6,674,773	03/22/2022
Lyquid Specialty Coatings, LLC	LYQUID SPECIALTY COATINGS (logo)	6,608,855	01/04/2022
Lyquid Specialty Coatings, LLC	LYQUID SPECIALTY COATINGS (logo)	6,608,856	01/04/2022

2. Canadian Trademark Registrations:

None.

3. U.S. Trademark Applications:

None.

4. Canadian Trademark Applications:

None.

5. U.S. State Trademark Registrations:

None.