

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM775941

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Boss Industries, LLC		12/21/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	10 South Dearborn		
Internal Address:	Floor L2, Suite IL1-1145		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4806639	BOSS	
Registration Number:	4906350	MECHANX	
CORRESPONDENCE DATA			
Fax Number:	9372282816		
<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:	9376412069		
Email:	khardy@taftlaw.com		
Correspondent Name:	Kristin H. Hardy		
Address Line 1:	40 N Main St		
Address Line 2:	17th Floor		
Address Line 4:	Dayton, UNITED STATES 45423		
ATTORNEY DOCKET NUMBER:	108388/00002		
NAME OF SUBMITTER:	Kristin H. Hardy		
SIGNATURE:	/Kristin H. Hardy/		
DATE SIGNED:	12/22/2022		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of December 21, 2022, is executed by BOSS INDUSTRIES, LLC, a Delaware limited liability company (together with its successors and assigns, “Grantor”), in favor of J.P. MORGAN CHASE BANK, N.A. (the “Lender”).

Recitals

A. Grantor, as Borrower, the Lender, and the other Loan Parties are entering into a Credit Agreement dated as of even date herewith (as it may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”).

B. In connection with the Credit Agreement, Grantor has entered into a Pledge and Security Agreement, dated as of even date herewith, by and among Grantor, the other Loan Parties and Lender (as the same may be amended, restated, supplemented or otherwise modified from time to time and at any time, the “Security Agreement”).

C. Pursuant to the terms of the Security Agreement, Grantor has granted to the Lender a security interest in substantially all the assets of the Grantor, including all right, title and interest of Grantor in, to and under all now owned or hereafter acquired Trademarks (as hereinafter defined), to secure the payment of all amounts owing by Grantor under the Credit Agreement and the Security Agreement.

D. Grantor is entering into this Agreement to perfect by filing in the United States Patent and Trademark Office the security interest of the Lender in Grantor’s Trademarks.

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

1. Defined Terms. Each capitalized term used herein without definition shall have the meaning ascribed to such term in the Security Agreement or the Credit Agreement, as applicable.

2. Grant. To secure the prompt payment, performance and observance of the Secured Obligations, Grantor grants to the Lender a continuing security interest in all of Grantor’s right, title and interest in, to, and under the following, whether now existing or hereafter created or acquired (collectively, the “Trademarks”):

- (a) all trademarks (including service marks), including, without limitation, those marks identified on Schedule I attached hereto, trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing;
- (b) all licenses of the foregoing, whether as licensee or licensor;
- (c) all renewals of the foregoing;
- (d) all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof;

- (e) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing;
- (f) all rights corresponding to any of the foregoing throughout the world; and
- (g) all accessions to, substitutions for, and replacements, proceeds and products of the foregoing;

provided, that term "Trademarks" shall not include any 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 the validity or enforceability of such intent-to-use trademark applications under applicable federal law, provided that upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be included within the definition of "Trademarks" hereunder.

3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Lender pursuant to the Security Agreement and subject to the limitations set forth therein. Grantor acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademarks made and granted in this Agreement are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

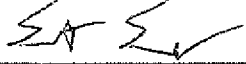
4. Authorization to Supplement. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto, except to the extent constituting Excluded Property. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes the Lender unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Lender's continuing security interest in all Collateral, whether or not listed on Schedule I.

5. Release. This Trademark Security Agreement shall terminate and the lien on and security interest in the Trademarks shall be released upon the payment in full of all Obligations (other than contingent indemnification obligations for which no claim has been made). Upon the termination of this Trademark Security Agreement, the Lender shall, at Grantor's sole cost and expense, execute all customary documents, make all filings, and take all other actions reasonably requested by Grantor, all in form reasonably satisfactory to the Lender, to evidence and record the release of the lien on and security interests in the Trademarks granted herein, all without representation or warranty. Any Trademarks disposed of in accordance with the terms of the Credit Agreement shall be automatically released of the Liens created hereby in accordance with Section 7.14 of the Security Agreement.

[Signature page follows]

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

BOSS INDUSTRIES, LLC

By: 
Name: Scott Szafasz
Title: Vice President of Finance

ACCEPTED AND ACKNOWLEDGED:

JPMORGAN CHASE BANK, N.A.

By: _____
Name: _____
Title: _____

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 007928 FRAME: 0230

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

BOSS INDUSTRIES, LLC

By: _____
Name: Scott Szafasz
Title: Vice President of Finance

ACCEPTED AND ACKNOWLEDGED:

JPMORGAN CHASE BANK, N.A.

By: *Kenneth Magezi*
Name: Kenneth Magezi
Title: Authorized Signatory

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

MARK	SERIAL NUMBER	STATUS	REGISTRATION NUMBER	REGISTRATION DATE
BOSS	86329273	Registered	4806639	9/8/15
MECHANX	86329269	Registered	4906350	2/23/16