

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM777691

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WEEMS INDUSTRIES, INC.		12/29/2022	Corporation: IOWA
RECEIVING PARTY DATA			
Name:	ACF FINCO I LP, as Agent		
Street Address:	560 White Plains Road, Suite 400		
City:	Tarrytown		
State/Country:	NEW YORK		
Postal Code:	10591		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 25			
Property Type	Number	Word Mark	
Registration Number:	6784611	WORKFORCE	
Registration Number:	6702512	X	
Registration Number:	6438757	SWIVELGRIP	
Registration Number:	6308518	X	
Registration Number:	6305212	FLEXZILLA	
Registration Number:	6305210	X	
Registration Number:	6414049	ZILLAGREEN	
Registration Number:	6030898	FLEXZILLA	
Registration Number:	5879283	X	
Registration Number:	5293921		
Registration Number:	5565376	FLEXZILLA	
Registration Number:	5247434	FLEXZILLA	
Registration Number:	4846787	SMARTFLEX	
Registration Number:	4827169		
Registration Number:	4752627	FLEXZILLA	
Registration Number:	5370599	FLEXZILLA	
Registration Number:	4128530	FLEXZILLA	
Registration Number:	3292355	COLORCONNEX	
Registration Number:	3789057	LEGACY	

OP \$640.00 6784611

Property Type	Number	Word Mark
Registration Number:	3349108	FLEXZILLA
Registration Number:	2637874	WORKFORCE
Registration Number:	4797112	
Registration Number:	4797113	
Serial Number:	75640991	WORKFORCE
Serial Number:	87119605	FLEXZILLA

CORRESPONDENCE DATA

Fax Number: 3128637806

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: 3128637198

Email: nancy.brougher@goldbergekohn.com

Correspondent Name: Nancy Brougher c/o Goldberg Kohn Ltd.

Address Line 1: 55 East Monroe, Suite 3300

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	7658.015
NAME OF SUBMITTER:	Nancy Brougher
SIGNATURE:	/njb/
DATE SIGNED:	01/02/2023

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 29th day of December, 2022, by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and ACF FINCO I LP, a Delaware limited partnership, in its capacity as agent for each member of the Lender Group (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among by and among, *inter alia*, Weems Industries, Inc., an Iowa corporation ("Administrative Borrower"), the other Loan Parties party thereto, the lenders party thereto as "Lenders" (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a "Lender" and, collectively, the "Lenders"), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of the Lender Group, that certain Guaranty and Security Agreement, dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lender Group, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral");

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including the right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each 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 Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark

Security Agreement by any electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by any electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

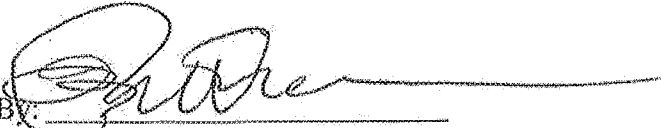
7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THE VALIDITY OF THIS TRADEMARK SECURITY AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO, AND ANY CLAIMS, CONTROVERSIES OR DISPUTES ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 26 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

WEEMS INDUSTRIES, INC.
an Iowa corporation

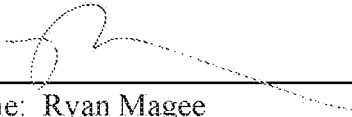

BY: _____

Name: R. Mark Weems
Title: President

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

ACF FINCO I LP

By: 
Name: Ryan Magee
Title: Authorized Signatory

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Weems Industries, Inc.	United States	WORKFORCE	6784611	07/12/22
Weems Industries, Inc.	United States	X	6702512	04/12/22
Weems Industries, Inc.	United States	SWIVELGRIP	6438757	08/03/21
Weems Industries, Inc.	United States	X	6308518	03/30/21
Weems Industries, Inc.	United States	FLEXZILLA	6305212	03/30/21
Weems Industries, Inc.	United States	X	6305210	03/30/21
Weems Industries, Inc.	United States	ZILLAGREEN	6414049	07/13/21
Weems Industries, Inc.	United States	FLEXZILLA	6030898	04/07/20
Weems Industries, Inc.	United States	X	5879283	10/08/19
Weems Industries, Inc.	United States	[Design only]	5293921	09/26/17
Weems Industries, Inc.	United States	FLEXZILLA	5565376	09/18/18
Weems Industries, Inc.	United States	FLEXZILLA	5247434	07/18/17
Weems Industries, Inc.	United States	SMARTFLEX	4846787	11/03/15
Weems Industries, Inc.	United States	[Design only]	4827169	10/06/15
Weems Industries, Inc.	United States	FLEXZILLA	4752627	06/09/15
Weems Industries, Inc.	United States	FLEXZILLA	5370599	01/02/18
Weems Industries, Inc.	United States	FLEXZILLA	4128530	04/17/12
Weems Industries, Inc.	United States	COLORCONNEX	3292355	09/11/07
Weems Industries, Inc.	United States	LEGACY	3789057	05/18/10
Weems Industries, Inc.	United States	FLEXZILLA	3349108	12/04/07
Weems Industries, Inc.	United States	WORKFORCE	2637874	10/22/02

Weems Industries, Inc.	United States	Chartreuse-Colored Water Hose with Black Stripe	4797112	10/06/15
Weems Industries, Inc.	United States	Chartreuse-Colored Water Hose with Green Stripe	4797113	08/08/15
Weems Industries Inc.	United States	WORKFORCE	75640991	12/10/2002
Weems Industries, Inc.	United States	FLEXZILLA	87119605	11/14/2017

Trade Names

1. Legacy Manufacturing Company
2. Weems Global Sourcing
3. TASI