

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM777860

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Bonell Manufacturing Company		12/30/2022	Corporation: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Ironwood Mezzanine Fund IV LP		
<b>Street Address:</b>	45 Nod Road, Suite 2		
<b>City:</b>	Avon		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06001		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4252385	MBC	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8883259172		
<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>	16172390567		
<b>Email:</b>	carla.hines@lockelord.com		
<b>Correspondent Name:</b>	Carla A. Hines		
<b>Address Line 1:</b>	111 Huntington Avenue		
<b>Address Line 2:</b>	Locke Lord LLP		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02199		
<b>ATTORNEY DOCKET NUMBER:</b>	1568615.00011		
<b>NAME OF SUBMITTER:</b>	Carla Hines		
<b>SIGNATURE:</b>	/s/ Carla Hines		
<b>DATE SIGNED:</b>	01/03/2023		
<b>Total Attachments: 6</b>			
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**NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, ANY LIENS AND SECURITY INTERESTS HEREIN GRANTED, AND THE EXERCISE OF RIGHTS AND REMEDIES BY THE PURCHASERS AND THE COLLATERAL AGENT HEREUNDER, ARE SUBJECT TO THE PROVISIONS OF THE SUBORDINATION AGREEMENT, DATED AS OF FEBRUARY 7, 2019 (AS AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE “INTERCREDITOR AGREEMENT”), AMONG AMERICAN ROLLER COMPANY, LLC, ARC INTERCO HOLDINGS, INC., AMERICAN ROLLER HOLDINGS, LLC, NORTHERN ROLLER INC., BIG RIVER ROLLER MANUFACTURING LLC, AND BONELL MANUFACTURING COMPANY, AS OBLIGORS, THE HUNTINGTON NATIONAL BANK, AS SENIOR COLLATERAL AGENT, IRONWOOD MEZZANINE FUND IV LP, AS SUBORDINATED AGENT, AND IRONWOOD MEZZANINE FUND IV LP, IRONWOOD MEZZANINE FUND IV-A LP, AND IRONWOOD MEZZANINE FUND IV-B LP, AS SUBORDINATED COLLATERAL AGENTS. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.**

**SENIOR SUBORDINATED  
TRADEMARK SECURITY AGREEMENT**

THIS SENIOR SUBORDINATED TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of December 30, 2022, is made by Bonell Manufacturing Company, an Illinois corporation (the “Company”), in favor of Ironwood Mezzanine Fund IV LP, a Delaware limited partnership, as collateral agent for the Purchasers party to the Note Purchase Agreement referenced below (in such capacity, the “Collateral Agent”).

**RECITALS**

WHEREAS, the Company, the other Obligors party thereto, the Purchasers party thereto, and Collateral Agent are parties to a Senior Subordinated Note Purchase Agreement dated as of February 7, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the “Note Purchase Agreement”; terms defined in the Note Purchase Agreement which are used herein shall have the same meanings as are set forth in the Note Purchase Agreement for such terms unless otherwise defined herein), pursuant to which the Purchasers have agreed to make certain loans and other extensions of credit to Borrower;

WHEREAS, the Company and the Collateral Agent are parties to a Senior Subordinated Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”); and

WHEREAS, pursuant to the terms of the Security Agreement, the Company has granted to Collateral Agent, for the benefit of the Purchasers, a security interest in substantially all the assets of the Company, including all right, title and interest of the Company in, to and under all now existing and hereafter arising service marks, trademarks, trademark or service mark registrations, trademark or service mark applications, domain names and trade names and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under or

with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world, to secure the payment and performance in full of all Liabilities and other amounts owing by the Company and the other Obligor under the Note Purchase Agreement and the other Financing Agreements;

NOW, THEREFORE, in consideration of the mutual agreements set forth herein and in the Note Purchase Agreement, the Company hereby grants to Collateral Agent, for the benefit of the Purchasers, a security interest in all of the Company's right, title and interest in and to the following, whether now existing and hereafter arising:

- (1) all service marks, trademarks, trademark or service mark registrations, trademark or service mark applications, domain names and trade names including, without limitation, the trademarks and service marks listed on Schedule 1 attached hereto and made a part hereof, and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world;
- (2) all license agreements with any other Person or Persons with respect to any service marks, trademarks, trademark or service mark registrations, trademark or service mark applications, domain names and trade names, whether the Company is a licensor or licensee under any such license agreements, and, subject to the terms of such licenses, the right to prepare for sale, sell and advertise for sale, all inventory now or hereafter owned by the Company and now or hereafter covered by such licenses; and
- (3) all products and proceeds of the foregoing, including, without limitation, all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto arising in favor of the Company, including, without limitation, damages and payments for past or future infringements thereof (items 1 through 3 being herein collectively referred to as the "Trademark Collateral");

This security interest is granted in conjunction with the security interests granted to Collateral Agent pursuant to the Security Agreement and is subject to limitations set forth therein, including, without limitation that no security interest shall be granted by the Company in any Excluded Property. In the event of any conflict between any provision of this Agreement and any provision of the Security Agreement, the Security Agreement will govern. Each of the Company and Collateral Agent hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Note Purchase Agreement, the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

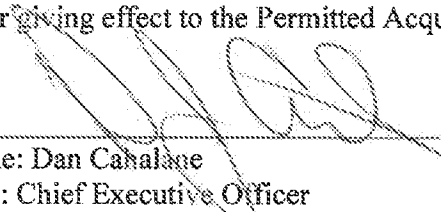
THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING SECTIONS

5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW, BUT EXCLUDING ALL OTHER CHOICE OF LAW AND CONFLICTS OF LAW RULES).

[signature page follows]

IN WITNESS WHEREOF, the Company has caused this Senior Subordinated Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

**BONELL MANUFACTURING COMPANY**  
(after giving effect to the Permitted Acquisition)

By:   
Name: Dan Cahalane  
Title: Chief Executive Officer

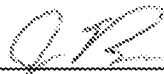
[Signature Page to Senior Subordinated Trademark Security Agreement]

**TRADEMARK**  
**REEL: 007936 FRAME: 0892**

Acknowledged and agreed to:

**IRONWOOD MEZZANINE FUND IV LP,**  
as Collateral Agent

By: Ironwood Mezzanine Management IV LLC,  
its general partner

By:   
Name: James R. Barra  
Title: Member

[Signature Page to Senior Subordinated Trademark Security Agreement]

**TRADEMARK**  
**REEL: 007936 FRAME: 0893**

SCHEDULE 1  
to  
SENIOR SUBORDINATED TRADEMARK SECURITY AGREEMENT

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
MBC	4252385	December 4, 2012