

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM777938

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WM Coffman Resources LLC		01/03/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Commerce Bank		
Street Address:	8000 Forsyth Blvd.		
City:	St. Louis		
State/Country:	MISSOURI		
Postal Code:	63105		
Entity Type:	Chartered Bank: MISSOURI		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5463036	WM COFFMAN STAIR PARTS	
Registration Number:	2260515	COFFMAN	
CORRESPONDENCE DATA			
Fax Number:	3146121301		
<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:	314-444-7600		
Email:	ipdept@lewisrice.com		
Correspondent Name:	Steven C. Drapekin		
Address Line 1:	Lewis Rice LLC		
Address Line 2:	600 Washington Avenue, Suite 2500		
Address Line 4:	St. Louis, MISSOURI 63101		
NAME OF SUBMITTER:	Michelle Chapman		
SIGNATURE:	/Michelle Chapman/		
DATE SIGNED:	01/03/2023		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), is dated as of January 3, 2023, and is by WM Coffman Resources LLC, a Delaware limited liability company ("Grantor"), in favor of Commerce Bank ("Lender").

RECITALS

A. Grantor and the other Borrowers and Guarantors (each of whom are Affiliates of Grantor) and Lender have entered into a Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), pursuant to which Lender has agreed to make loans to Grantor and has agreed to issue Letters of Credit on behalf of Grantor.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender a continuing security interest and Lien in all of its Intellectual Property, including all trademarks (other than any of the foregoing constituting Excluded Property), to secure the payment and performance of the Obligations.

C. Pursuant to the Loan Agreement, Grantor is required to execute and deliver to Lender this Agreement. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Loan Agreement.

AGREEMENT

In consideration of the mutual agreements set forth herein and in the Loan Agreement, Grantor does hereby grant to Lender, a continuing security interest and Lien in all of Grantor's right, title and interest in, to, and under the following (collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired (other than any of the following constituting Excluded Property) to secure the payment and performance of the Obligations:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 attached hereto and incorporated herein, together with all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1, together with all goodwill associated therewith; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1. Notwithstanding the foregoing, any trademark applications filed in the United States Patent and Trademark Office ("PTO") on the basis of any Grantor's intent to use such trademark shall be excluded from Trademark Collateral, unless and until a statement of use or amendment to allege use is filed

in the PTO, whereupon such trademark shall automatically be deemed included in the Trademark Collateral.

This security interest and Lien is granted in conjunction with the security interests and Liens granted to Lender pursuant to the Loan Documents and subject to limitations set forth therein. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interests and liens in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Documents, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement. Receipt of an executed signature page to this Agreement by facsimile or other electronic transmission, including PDF format, shall constitute effective delivery thereof.

This Agreement is made under and shall be governed by the internal laws of the State of Missouri applicable to contracts made and to be performed entirely within such state, without regarding to conflict of laws principles thereunder.

[signature page follows]

Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

WM Coffman Resources LLC,
a Delaware limited liability company

By: 

Print Name: Heath Hunter

Title: Vice President

Acknowledged:

Commerce Bank

By: _____

Print Name: Jason Scott

Title: Vice President

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT OF WM COFFMAN RESOURCES LLC

TRADEMARK
REEL: 007950 FRAME: 0509

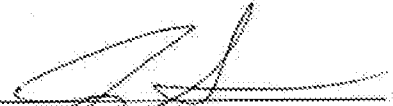
Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

WM Coffman Resources LLC,
a Delaware limited liability company

By: _____
Print Name: Heath Hunter
Title: Vice President



Acknowledged:

Commerce Bank

By: 
Print Name: Jason Scott
Title: Vice President

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

Trademark Applications

Mark	Serial No.	Filing Date	Registration No.	Registration Date
WM COFFMAN STAIR PARTS and Design 	87585659	08/28/2017	5463036	05/08/2018
COFFMAN 	75385807	11/06/1997	2260515	07/13/1999