

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM777545

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bonell Manufacturing Company		12/30/2022	Corporation: ILLINOIS

RECEIVING PARTY DATA

Name:	The Huntington National Bank
Street Address:	222 N. LaSalle Street, Suite 1200
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60601
Entity Type:	National Bank: UNITED STATES

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	4252385	MBC

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.

Email: jennifer.bleskin@afslaw.com
Correspondent Name: Jennifer Bleskin
Address Line 1: 233 S. Wacker Drive, Suite 7100
Address Line 2: ArentFox Schiff LLP
Address Line 4: Chicago, ILLINOIS 60606

NAME OF SUBMITTER:	Jennifer Bleskin
SIGNATURE:	/s/ Jennifer Bleskin
DATE SIGNED:	12/30/2022

Total Attachments: 5

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OP \$40.00 4252385

TRADEMARK SECURITY AGREEMENT

THIS 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 The Huntington National Bank (successor by merger to TCF National Bank) ("Lender").

RECITALS

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

WHEREAS, the Company and Lender are parties to a Security Agreement dated as of December 30, 2022 (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 Lender 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 Obligors under the Credit Agreement and the other Financing Agreements;

NOW, THEREFORE, in consideration of the mutual agreements set forth herein and in the Credit Agreement, the Company hereby grants to Lender 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");

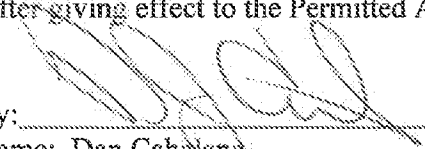
This security interest is granted in conjunction with the security interests granted to Lender pursuant to the Security Agreement and is subject to limitations set forth therein, including, without limitation, that no security interest shall be granted by the Company in any Excluded Property. In the 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 Lender hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit 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 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

Acknowledged and agreed to:

THE HUNTINGTON NATIONAL BANK

By: _____
Name: Scott Nielsen
Title: Managing Director

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

BONELL MANUFACTURING COMPANY
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By: _____
Name: Dan Cahalane
Title: Chief Executive Officer

Acknowledged and agreed to:

THE HUNTINGTON NATIONAL BANK

By:  _____
Name: Scott Nielsen
Title: Managing Director

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

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