

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM793636

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ameribolt, Inc.		03/08/2023	Corporation: ALABAMA
Lone Star Fasteners, LLC		03/08/2023	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	Wells Fargo Capital Finance (UK) Limited		
Street Address:	33 King William Street, 8th Floor		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	EC2R 9AT		
Entity Type:	Private Limited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4658557	AB	
Registration Number:	4596054	AMB INSIDE A HORIZONTAL OVAL	
Registration Number:	1783219	L	
Registration Number:	3669908	LSF	
Registration Number:	1764035	PCI-3	
Registration Number:	5862401	TMEL	
Registration Number:	5259519	WALKER BOLT	
Registration Number:	5259604	WALKER BOLT	
CORRESPONDENCE DATA			
Fax Number:	2148558200		
<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:	2148558000		
Email:	chris.andersen@nortonrosefulbright.com		
Correspondent Name:	Chris R. Andersen		
Address Line 1:	2200 Ross Avenue, Suite 3600		
Address Line 2:	Norton Rose Fulbright US LLP		
Address Line 4:	Dallas, TEXAS 75201-7932		

OP \$215.00 4658557

ATTORNEY DOCKET NUMBER:	1001230813
NAME OF SUBMITTER:	Chris Andersen
SIGNATURE:	/chris andersen/
DATE SIGNED:	03/10/2023

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Agreement”), is made as of March 8, 2023, by AMERIBOLT, INC., an Alabama corporation (“AmeriBolt”), LONE STAR FASTENERS, LLC, a Texas limited liability company (“Lone Star Fasteners”), and any additional persons or entities from time to time party hereto (such additional persons or entities, together with AmeriBolt and Lone Star Fasteners, each a “Grantor”, and collectively, the “Grantors”), for the benefit of WELLS FARGO CAPITAL FINANCE (UK) LIMITED, a private limited company incorporated in England with company number 02656007, as security trustee for the Secured Parties (in such capacity, the “Security Agent”) for its own benefit and the benefit of the other Secured Parties (as defined in the Facility Agreement referred to below).

WITNESSETH:

WHEREAS, each Grantor is party to that certain Facility Agreement, dated as of December 18, 2022 (the “Signing Date”), among Whitworth Bidco Limited, a private limited company incorporated in England and Wales with company number 14485031 (“Company”), the other Borrowers and Grantors party thereto from time to time, the lenders party thereto from time to time, and Wells Fargo Capital Finance (UK) Limited, as Arranger, Agent and Security Agent (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Facility Agreement”); and

WHEREAS, it is a condition precedent to the Facility Agreement that the Grantors shall have executed and delivered that certain U.S. Pledge and Security Agreement dated as of the Signing Date, among the Grantors (as defined therein) party thereto from time to time and the Security Agent (as supplemented by the Security Agreement Supplement, dated as of the date hereof, by and among the New Grantors (as defined therein) and the Security Agent, and as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “US Security Agreement”); and

WHEREAS, under the terms of the US Security Agreement, the Grantors have granted to the Security Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this Agreement for recording with the U.S. Patent and Trademark Office.

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

SECTION 1. Grant of Security. Each Grantor hereby confirms its grant under the US Security Agreement to the Security Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the following (the “Collateral”):

- a) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in any intent-to-use United States trademark applications to the extent that, and solely during the period in which, an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. §1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. §1051(a) or examined and accepted,

respectively, by the United States Patent and Trademark Office), together with the goodwill symbolized thereby (the "Trademarks").

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Finance Documents to which it is a party, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Obligations and that would be owed by such Grantor to any Secured Party under the Finance Documents to which it is a party but for the fact that such Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving an Obligor.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Agreement.

SECTION 4. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 5. Grants, Rights and Remedies. This Agreement has been entered into in conjunction with the provisions of the US Security Agreement. This Agreement is subject in all respects to the terms and provisions of the US Security Agreement, including, but not limited to, each Grantor's obligations, representations, warranties and covenants relating to the Collateral. Each Grantor acknowledges and agrees that the obligations, representations, warranties and covenants contained in the US Security Agreement shall not be superseded hereby but shall remain in effect to the extent provided therein. In the event of any conflict or inconsistency between the terms of the US Security Agreement and the terms hereof, the terms of the US Security Agreement shall govern.

SECTION 6. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS (AND NOT THE LAW OF CONFLICTS) OF THE STATE OF NEW YORK.

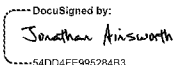
SECTION 7. Release. Unless otherwise agreed in writing by the parties, the security interests granted herein will terminate (and all rights to the Collateral will revert to the applicable Grantor) in accordance with the US Security Agreement.

[SIGNATURE PAGE FOLLOWS]

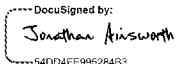
IN WITNESS WHEREOF, the Grantors and the Security Agent have caused this Agreement to be executed by their duly authorized officers as of the date first above written.

GRANTORS:

AMERIBOLT, INC.,
an Alabama corporation

By:  _____
Name: Jonathan Ainsworth
Title: Director

LONE STAR FASTENERS, LLC,
a Texas limited liability company

By:  _____
Name: Jonathan Ainsworth
Title: Manager

SECURITY AGENT:

**WELLS FARGO CAPITAL FINANCE (UK)
LIMITED,**

a private limited company incorporated in England
with company number 02656007

By: Phillips
Name: Anthony Phillips
Title: Director - Credit Operations

Schedule A

Patents and Patent Applications

None.

Schedule B

Trademarks and Trademark Applications

Grantor	Trademark Name	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
AmeriBolt	AB (stylized)	86133608	4658557	12/3/2013	12/23/2014
AmeriBolt	AMB & Design	86135202	4596054	12/4/2013	9/2/2014
Lone Star Fasteners	L & Design	74260625	1783219	3/30/1992	7/20/1993
Lone Star Fasteners	LSF	77193299	3669908	5/30/2007	8/18/2009
Lone Star Fasteners	PCI-3	74247165	1764035	2/19/1992	4/13/1993
Lone Star Fasteners	TMEL	88337508	5862401	3/13/2019	9/17/2019
Lone Star Fasteners	WALKER BOLT	87203346	5259519	10/14/2016	8/8/2017
Lone Star Fasteners	WALKER BOLT & Design	87225234	5259604	11/3/2016	8/8/2017

Schedule C

Copyrights

None.

Copyright Licenses

None.