

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM799381

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
S & B TECHNICAL PRODUCTS, INC.		03/31/2023	Corporation: TEXAS

RECEIVING PARTY DATA

Name:	TWIN BROOK CAPITAL PARTNERS, LLC, AS AGENT
Street Address:	111 SOUTH WACKER DRIVE, 36TH FLOOR
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Serial Number:	75362125	S&B TECHNICAL PRODUCTS
Serial Number:	77449821	MAMBO
Serial Number:	76080907	HERO
Serial Number:	76495513	PLATINUM
Serial Number:	75601669	TEC SEAL
Serial Number:	77003784	BULLDOG
Serial Number:	77564723	· BULLDOG RESTRAINT SYSTEM ·
Serial Number:	87230136	ATTENERGY
Serial Number:	87891883	MALONEY
Serial Number:	88319934	SMART SPHERE
Serial Number:	90869984	QUICKSNAP
Serial Number:	90795012	TSNAP
Serial Number:	88808026	HAPPY SEAL
Serial Number:	88808049	HAPPY LOK
Serial Number:	90793740	T-SNAP

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: sharon.elkin@katten.com
Correspondent Name: Sharon Elkin
Address Line 1: 525 W. Monroe Street
Address Line 4: Chicago, ILLINOIS 60661

NAME OF SUBMITTER:	Sharon Elkin
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SIGNATURE:	/Sharon Elkin/
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DATE SIGNED:	03/31/2023
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of March 31, 2023, by the undersigned (the "Grantor"), in favor of TWIN BROOK CAPITAL PARTNERS, LLC ("Agent"), as Agent for all Lenders (as hereinafter defined).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of March 31, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the Borrowers, the other Loan Parties party thereto, the financial institutions party thereto (the "Lenders"), and Agent, Agent and Lenders have agreed to provide credit facilities for the benefit of the Borrowers;

WHEREAS, Agent and Lenders are willing to make the credit facilities available as provided for in the Credit Agreement, but only upon the condition, among others, that each Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Guarantee and Collateral Agreement dated as of March 31, 2023 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Collateral Agreement"); and

WHEREAS, pursuant to the Collateral Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, 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, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Collateral Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest, subject only to Permitted Liens (as defined in the Credit Agreement), in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"; provided, that, Trademark Collateral shall not include any Excluded Property):

- (a) all of its registered Trademarks set forth on Schedule I hereto;
- (b) renewals of the foregoing;
- (c) subject to the Collateral Agreement, all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(d) subject to the Collateral Agreement, all proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

3. COLLATERAL AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Collateral Agreement. 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 Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. INTENT-TO-USE TRADEMARKS. Notwithstanding the foregoing, the Trademark Collateral shall not include any applications filed in the United States Patent and Trademark Office to register trademarks or service marks on the basis of any Grantor's "intent to use" such trademarks or service marks unless and until the filing of a "Statement of Use" or "Amendment to Allege Use" has been filed and accepted, whereupon such applications shall be automatically subject to the security interest granted herein.

5. TERMINATION. This Trademark Security Agreement shall terminate and the Lien on and security interest in the Trademark Collateral shall be released upon Payment in Full (as defined in the Credit Agreement) of the Secured Obligations. Under the termination of this Trademark Security Agreement, the Agent shall, at Grantor's costs and expense, execute all documents, make all filings, take all other actions reasonably requested by the Grantors to evidence and record the release of the Lien on and security interests in the Trademark Collateral granted herein.

6. GOVERNING LAW. This Trademark Security Agreement is made under and governed by the laws of the State of New York applicable to contracts made and to be performed entirely within such State, without regard to conflict of laws principles.

7. COUNTERPARTS. This Trademark Security 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 by telecopy, emailed .pdf file or other similar form of electronic transmission of any executed signature page to this Agreement shall constitute effective delivery of such signature page.

[Signature Page Follows]


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

S & B TECHNICAL PRODUCTS, INC.,
a Texas corporation

By: _____
Name: Alain Storet
Title: Treasurer

ACCEPTED AND ACKNOWLEDGED BY:

TWIN BROOK CAPITAL PARTNERS, LLC,
as Agent


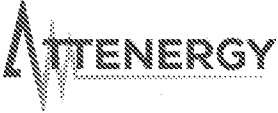
By:  _____
Kimberly Trick (2/27/2023 08:44 AM ET)

Name: Kimberly Trick

Title: Managing Director

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

U.S. TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

TITLE OR MARK	STATUS	APPLICATION FILING DATE	APPLICATION SERIAL NUMBER	REGISTRATION NUMBER	REGISTRATION DATE
S&B TECHNICAL PRODUCTS	Registered	09/24/1997	75362125	2220283	01/26/1999
MAMBO	Registered	04/16/2008	77449821	3540009	12/02/2008
HERO	Registered	06/30/2000	76080907	2471579	07/24/2001
PLATINUM	Registered	03/07/2003	76495513	2892621	10/12/2004
TEC SEAL	Registered	12/08/1998	75601669	2588836	07/02/2002
BULLDOG	Registered	09/20/2006	77003784	3436699	05/27/2008
	Registered	09/08/2008	77564723	4150422	05/29/2012
	Registered	11/08/2016	87230136	5530964	07/31/2018
MALONEY	Registered	04/25/2018	87891883	6010698	03/17/2020
SMART SPHERE	Registered	02/28/2019	88319934	5986551	02/11/2020
QUICKSNAP	Registered	08/06/2021	90869984	6827184	08/23/2022
TSNAP	Registered	06/25/2021	90795012	6836975	09/06/2022
HAPPY SEAL	Pending	02/24/2020	88808026	--	--
HAPPY LOK	Pending	02/24/2020	88808049	--	--
T-SNAP	Pending	06/24/2021	90793740	--	--