

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM799598

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WOLF-GORDON INC.		03/31/2023	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	ALLY BANK		
Street Address:	300 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Chartered Bank: UTAH		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4107811	SCUFFMASTER	
Registration Number:	4156953	SCRUBTOUGH	
Registration Number:	2933059	PRETTY. TOUGH. PAINT.	
Registration Number:	3821830	LIQUAPEARL	
Registration Number:	3869444	PEARL PROTECTOR	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	kareem.ansley@blankrome.com		
Correspondent Name:	KAREEM ANSLEY		
Address Line 1:	BLANK ROME LLP		
Address Line 2:	717 TEXAS AVENUE, SUITE 1400		
Address Line 4:	HOUSTON, TEXAS 77002		
ATTORNEY DOCKET NUMBER:	155666-01200		
NAME OF SUBMITTER:	Kareem Ansley		
SIGNATURE:	/Kareem Ansley/		
DATE SIGNED:	03/31/2023		
Total Attachments: 5			

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AMENDMENT NO. 2 TO GRANT OF SECURITY INTEREST IN TRADEMARKS

AMENDMENT NO. 2 TO GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Amendment") dated as of March 31, 2023, by WOLF-GORDON INC., a New York corporation ("Grantor"), in favor of ALLY BANK, a Utah state-chartered bank, as agent ("Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Amended and Restated Loan and Security Agreement, dated as of the date hereof, by and among Grantor, the other Persons named therein as Loan Parties, Agent, Ally Bank and PineBridge Private Credit Agent LLC (the "Arrangers"), and the Persons signatory thereto from time to time as the Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement"), the Lenders have agreed to make Loans and to extend Letters of Credit to or for the benefit of Grantor and the other Loan Parties;

WHEREAS, Grantor executed and delivered to Agent that certain Grant of Security Interest in Trademarks, dated as of January 22, 2016, as amended by Amendment No. 1 to Grant of Security Interest in Trademarks dated as of March 29, 2019 (collectively, the "Existing Trademark Security Agreement"), by Grantor in favor of Agent, pursuant to which Grantor granted to Agent, for the benefit of the Lenders, a security interest and first priority lien upon the Registered Trademarks (as defined in the Existing Trademark Security Agreement); and

WHEREAS, the Existing Trademark Security Agreement was recorded with the United States Patent and Trademark Office on January 24, 2016, at Reel/Frame 5714/0790 and with the amendment recorded on April 2, 2019 at Reel/Frame 6606/0012; and

WHEREAS, the parties hereto desire to amend the Existing Trademark Security Agreement to (a) update, amend and modify the Registered Trademarks to include all of the Trademarks set forth on Schedule A attached hereto, including, without limitation, the new Trademarks acquired by Grantor since the date of the Existing Trademark Security Agreement (collectively, the "New Registered Trademarks"), and (b) ratify and confirm all other provisions of the Existing 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 initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Existing Trademark Security Agreement or, if not defined therein, in the Loan Agreement, and this Amendment shall be subject to the rules of construction set forth in Section 1.4 of the Loan Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. DEFINITION OF REGISTERED TRADEMARKS. The definition of Registered Trademarks set forth in Section 2 of the Existing Trademark Security Agreement shall be deemed to include, without limitation, the New Registered Trademarks.

3. AMENDMENT. Effective as of the date hereof, Schedule A to the Existing Trademark Security Agreement is hereby amended to include the New Registered Trademarks listed on Schedule A attached hereto (in addition to the other Registered Trademarks described in Schedule A to the Existing Trademark Security Agreement).

4. COUNTERPARTS. This Amendment may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Amendment. Delivery of an executed counterpart of this Amendment by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Amendment. Any party delivering an executed counterpart of this Amendment by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Amendment but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Amendment.

5. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS AMENDMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTIONS 10.11, 10.14 and 10.15 OF THE LOAN AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

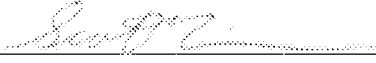
6. EFFECT OF THIS AMENDMENT. This Amendment constitutes the entire agreement of the parties hereto with respect to the subject matter hereof, and supersedes all prior oral or written communications, memoranda, proposals, negotiations, discussions, term sheets and commitments with respect to the subject matter hereof. Except as expressly amended pursuant hereto, no other changes or modifications or waivers to the Existing Trademark Security Agreement are intended or implied, and in all other respects the Existing Trademark Security Agreement is hereby specifically ratified and confirmed by all parties hereto as of the effective date hereof.

[signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed and delivered as of the day and year first above written.

GRANTOR:

WOLF-GORDON INC.

By: 
Name: Scott Rivard
Title: Vice President

[signatures continued on following page]

[Signature Page to Amendment No. 2 to Grant of Security Interest in Trademarks]


[signatures continued from previous page]

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

ALLY BANK, as Agent

By:



Name: Anthony Ciraulo

Title: Authorized Signatory

[Signature Page to Amendment No. 2 to Grant of Security Interest in Trademarks]

SCHEDULE A
to
AMENDMENT NO. 2 TO GRANT OF SECURITY INTEREST IN TRADEMARKS

<u>Trademark</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Registration No.</u>	<u>Issue Date</u>
SCUFFMASTER	85260293	Mar. 7, 2011	4107811	Mar. 6, 2012
SCRUBTOUGH	85398077	Aug. 15, 2011	4156953	June. 12, 2012
PRETTY. TOUGH. PAINT.	78364670	Feb. 9, 2004	2933059	Mar. 15, 2005
LIQUAPEARL	77905525	Jan. 5, 2010	3821830	July. 20, 2010
PEARL PROTECTOR	77887956	Dec. 7, 2009	3869444	Nov. 2, 2010