

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM804604

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Richwood Holdings, LLC		04/20/2023	Limited Liability Company: MICHIGAN
Richwood Acquisition, Inc.		04/20/2023	Corporation: MICHIGAN
Richwood Industries, Inc.		04/20/2023	Corporation: MICHIGAN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Northwest Bank		
<b>Street Address:</b>	11 Municipal Drive		
<b>City:</b>	Fishers		
<b>State/Country:</b>	INDIANA		
<b>Postal Code:</b>	46038		
<b>Entity Type:</b>	National Banking Association: INDIANA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1763340	R	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4123942555		
<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>			
<b>Phone:</b>	412-394-7767		
<b>Email:</b>	traip@clarkhill.com		
<b>Correspondent Name:</b>	Paul D. Bangor, Jr., Esquire		
<b>Address Line 1:</b>	301 Grant Street, 14th Floor		
<b>Address Line 2:</b>	One Oxford Centre		
<b>Address Line 4:</b>	Pittsburgh, PENNSYLVANIA 15219		
<b>NAME OF SUBMITTER:</b>	Paul D. Bangor, Jr.		
<b>SIGNATURE:</b>	/Paul D. Bangor, Jr./		
<b>DATE SIGNED:</b>	04/20/2023		
<b>Total Attachments: 3</b>			
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OP \$40.00 1763340



**NOTICE OF SECURITY INTEREST**  
**U.S. TRADEMARKS**

April 20, 2023

WHEREAS, each of the entities listed on the signature page hereto (each a "Grantor" and collectively, the "Grantors"), as applicable, has adopted, used and are using the United States trademarks listed on the annexed Schedule A, which trademarks are registered in or subject to the trademark applications filed in the United States Patent and Trademark Office (the "Trademarks"),

WHEREAS, pursuant to that certain Credit Agreement, dated of even date herewith (as may be amended, modified, supplemented or restated from time to time, the "Credit Agreement"), by and among the Grantors, the other Borrowers (as defined therein) party thereto, the Guarantors (as defined therein) party thereto, the Banks (as defined therein) party thereto and Northwest Bank (the "Lender"), the Grantors have entered into that certain Patent, Trademark and Copyright Security Agreement, dated of even date herewith (as may be amended, modified, supplemented or restated from time to time, the "Security Agreement") in favor of the Lender; and

WHEREAS, pursuant to the Security Agreement, each Grantor has granted to the Lender, a mortgage on, pledge of and security interest in, all right, title and interest of such Grantor in and to the Trademarks, together with all the goodwill of the business symbolized by the Trademarks, and, the registrations or applications for registration thereof, and all proceeds thereof, including, without limitation, any royalties, claims for infringement and proceeds of sale or other disposition thereof (the "Trademark Collateral") to secure the payment and performance of the Obligations (as defined in the Credit Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, each Grantor does hereby confirm their grant to the Lender of a mortgage on, pledge of and security interest in the Trademark Collateral to secure the payment and performance of the Obligations.

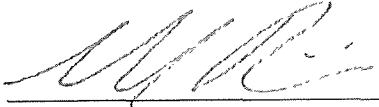
Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lender with respect to the assignment of, mortgage on, pledge of and security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth in this Notice of Security Interest.

The Lender's address is 11 Municipal Drive, Fishers, Indiana 46038.

IN WITNESS WHEREOF, and intending to be legally bound, the Grantors have executed this Notice of Security Interest on the date set forth above as a document under seal.

**GRANTORS:**

ATTEST/WITNESS:

  
\_\_\_\_\_

Name: Michael Paniccia

Title: \_\_\_\_\_

(Include title only if an officer of entity signing to the right)

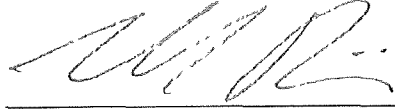
RICHWOOD HOLDINGS, LLC

By:  (SEAL)

Name: Keven P. Shanahan

Title: Chairman

ATTEST/WITNESS:

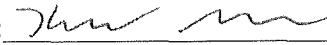
  
\_\_\_\_\_

Name: Michael Paniccia

Title: \_\_\_\_\_

(Include title only if an officer of entity signing to the right)

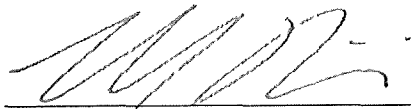
RICHWOOD ACQUISITION, INC.

By:  (SEAL)

Name: Keven P. Shanahan

Title: Chairman

ATTEST/WITNESS:

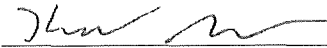
  
\_\_\_\_\_

Name: Michael Paniccia

Title: \_\_\_\_\_

(Include title only if an officer of entity signing to the right)

RICHWOOD INDUSTRIES, INC.

By:  (SEAL)

Name: Keven P. Shanahan

Title: Chairman

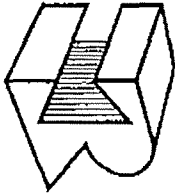
[Signature Page to Notice of Security Interest U.S. Trademarks]

SCHEDULE A

TRADEMARKS

U.S. Trademark Registrations and Applications

1. USPTO registration no. 1763340, registered April 6, 1993, for a stylized drawing of the letter "R" as set forth below.



2. Michigan registration no. 801939978, registered February 21, 1992, for RICHWOOD

TRADEMARK

REEL: 008047 FRAME: 0516

271249748

RECORDED: 04/20/2023