

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM804867

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Applied Products, Inc.		04/21/2023	Corporation: MINNESOTA
RECEIVING PARTY DATA			
Name:	Apogem Capital LLC, as Administrative Agent		
Street Address:	227 W. Monroe Street		
Internal Address:	Suite 5400		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	5314811	GLUEGUN.COM	
Registration Number:	5667516	DISPENSING.COM D	
Registration Number:	5456771	INFINITY BOND	
Registration Number:	5446150	INFINITY PUR	
Registration Number:	5446149	INFINITY MELT	
Registration Number:	5338038	HOTMELT.COM	
Registration Number:	4228835	HEIGL ADHESIVES DROPS TO DRUMS	
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>			
Phone:	3128637141		
Email:	kristen.lange@goldbergkohn.com		
Correspondent Name:	Kristen N. Lange, Paralegal		
Address Line 1:	c/o Goldberg Kohn Ltd.		
Address Line 2:	55 E. Monroe Street, Ste. 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	4975.417		
NAME OF SUBMITTER:	Kristen N. Lange		

OP \$190.00 5314811

SIGNATURE:	/kristenlange/
DATE SIGNED:	04/21/2023
Total Attachments: 5 source=9. Trademark Security Agreement (Heigl Add-On)#page1.tif source=9. Trademark Security Agreement (Heigl Add-On)#page2.tif source=9. Trademark Security Agreement (Heigl Add-On)#page3.tif source=9. Trademark Security Agreement (Heigl Add-On)#page4.tif source=9. Trademark Security Agreement (Heigl Add-On)#page5.tif	

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of April 21, 2023, by the undersigned ("Grantor"), in favor of APOGEM CAPITAL LLC, in its capacity as administrative agent ("Agent") for the 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 12, 2021 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement") by and among AP Adhesives Buyer Co., Inc., a Delaware corporation as Initial Borrower, together with each additional entity that joins the Credit Agreement as a Borrower thereunder (collectively, the "Borrowers" and each, individually, a "Borrower"), the financial institutions party thereto from time to time (together with their respective successors and assigns, the "Lenders") and Apogem Capital LLC, as a Lender and as agent for the Lenders (in such capacity, the "Agent"), Agent and Lenders have agreed to make Loans and to issue Letters of Credit for the benefit of Grantor and the other Borrowers.;

WHEREAS, Agent, Grantor, the other Borrowers and certain other Persons are parties to that certain Guarantee and Collateral Agreement dated as of March 12, 2021 (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 in all of Grantor's right, title and interest in, to and under the following (except to the extent that any of the following constitutes Excluded Property), whether presently existing or hereafter created or acquired (exclusive of any below-mentioned licenses which, by their terms do not permit the assignment thereof, but solely to the extent that such anti-assignment provisions are effective under the Uniform Commercial Code) (collectively, the "Trademark Collateral"):

- (a) all of its registered Trademarks set forth on Schedule I hereto;
- (b) all reissues, continuations or extensions 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.

[signature pages follow]

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.

APPLIED PRODUCTS, INC., a Minnesota corporation

By:  _____

Name: Will Au-Yeung

Title: Chief Financial Officer, Treasurer and Secretary

ACCEPTED AND ACKNOWLEDGED BY:

APOGEM CAPITAL LLC,

as Agent

DocuSigned by:


By: _____

Name: Frank Byrne

Title: Director

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

MARK	SERIAL NUMBER	REGISTRATION NUMBER	REGIS. DATE
GLUEGUN.COM	87147825	5314811	10/24/17
DISPENSING.COM D	87828101	5667516	01/29/19
INFINITY BOND	87395312	5456771	05/01/18
INFINITY PUR	87395317	5446150	04/17/18
INFINITY MELT	87395315	5446149	04/17/18
HOTMELT.COM	87147829	5338038	11/21/17
HEIGL ADHESIVES DROPS TO DRUMS	85409587	4228835	10/23/12