

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM806788

<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>
Motor City Fastener, LLC		04/26/2023	Limited Liability Company: DELAWARE
Smith Fastener Acquisition, LLC	FORMERLY Smith Fastener Co., Inc.	04/26/2023	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Twin Brook Capital Partners, LLC, as administrative agent		
<b>Street Address:</b>	111 South Wacker Drive, 36th Floor		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87154920	CRIB BOSS SMART INVENTORY SYSTEMS MOTORC	
<b>Serial Number:</b>	87154936	CRIB BOSS SMART INVENTORY SYSTEMS MOTORC	
<b>Serial Number:</b>	87154970	MOTOR CITY FASTENER	
<b>Serial Number:</b>	77131505	WVB	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	3127018637		
<b>Email:</b>	ipdocket@mayerbrown.com		
<b>Correspondent Name:</b>	William R. Siegel, Mayer Brown LLP		
<b>Address Line 1:</b>	71 S. Wacker Drive		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606		
<b>ATTORNEY DOCKET NUMBER:</b>	21673343		
<b>NAME OF SUBMITTER:</b>	William R. Siegel		
<b>SIGNATURE:</b>	/william r siegel/		
<b>DATE SIGNED:</b>	04/28/2023		

CH \$115.00 87154920

**Total Attachments: 6**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of April 26, 2023 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, this "Agreement"), is made by the signatory parties hereto (the "Grantors") in favor of Twin Brook Capital Partners, LLC, as administrative agent (the "Agent") for all Lenders party to the Credit Agreement (as hereafter defined). Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Security Agreement (as hereafter defined).

### W I T N E S S E T H

WHEREAS, pursuant to that certain Credit Agreement, dated April 9, 2021, by and among AFC-Dell Holding Corp., a Delaware corporation, as borrower, the Agent and the Lenders (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Lenders agreed to make certain loans and extend certain other financial accommodations to or for the benefit of the Grantors; and

WHEREAS, pursuant to the Credit Agreement, the Grantors entered into that certain Joinder to the Guarantee and Collateral Agreement, dated as of the date hereof (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which the Grantors granted to the Agent a continuing security interest in, among other Collateral, certain Trademarks and Patents of the Grantors and agreed to execute this Agreement for recording with the United States Patent and Trademark Office (the "USPTO") and any other appropriate Governmental Authorities.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors hereby agree as follows:

Section 1 Incorporation of Security Agreement and Credit Agreement. This Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of the security interest herein with the USPTO. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Security Agreement. The Credit Agreement and the Security Agreement and the provisions thereof are hereby incorporated herein in their entirety by this reference thereto and the security interest granted herein to the Agent is expressly subject to the terms and conditions thereof. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

Section 2 Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges, assigns and grants to the Agent, on behalf of and for the ratable benefit of the Secured Parties, a security interest in all of its right, title and interest in, to and under the Trademarks and Trademark Licenses listed on Schedule A hereto (collectively, the "Trademark Collateral") to secure the prompt and complete payment and performance of the Secured Obligations. For clarity, no security interest is pledged, assigned or granted in any Excluded Property including, without limitation, "intent-to-use" trademark applications included in the Trademark Collateral for which a statement of use has not been filed and accepted by the USPTO; provided, however,

that upon such filing and acceptance by the USPTO, such “intent-to-use” trademark applications shall be included in the Trademark Collateral and automatically subject to the security interest pledged, assigned and granted herein.

Section 3 Grant of Security Interest in Patent Collateral. Each Grantor hereby pledges, assigns and grants to the Agent, on behalf of and for the ratable benefit of the Secured Parties, a security interest in all of its right, title and interest in, to and under the Patents and Patent Licenses listed on Schedule B hereto (collectively, the “Patent Collateral” and together with the Trademark Collateral, collectively, the “IP Collateral”) to secure the prompt and complete payment and performance of the Secured Obligations. For clarity, no security interest is pledged, assigned or granted in any Excluded Property.

Section 4 Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, each Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks, Trademark Licenses, Patents and Patent Licenses subject to a security interest hereunder.

Section 5 Release and Termination. At the time provided in Section 9.10 of the Credit Agreement or upon the occurrence of an event expressly permitted by, or provided for, in the Credit Agreement or the Security Agreement that would result in the release of all or a portion of the IP Collateral, all or such applicable portion of the IP Collateral shall be automatically released from the Lien created hereby and this Agreement and all obligations (other than those expressly stated to survive such termination) of the Agent and the Grantors hereunder shall automatically terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the IP Collateral shall revert to the applicable Grantor. At the request of either Grantor following any such termination, the Agent shall promptly execute and deliver to such Grantor such documents as such Grantor reasonably requests to evidence such termination.

Section 6 Binding Effect. This Agreement shall be binding upon the successors and assigns of the Grantors and shall inure to the benefit of the Agent and its successors and assigns.

Section 7 Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

Section 8 Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of any executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually executed counterpart of this Agreement.

*[signature pages follow]*

IN WITNESS WHEREOF, the Grantors have duly executed this Agreement as of the date first above written.

**GRANTORS:**

MOTOR CITY FASTENER, LLC

By:   
Name: Kevin Godin  
Title: Chief Executive Officer


SMITH FASTENER ACQUISITION, LLC

By:   
Name: Kevin Godin  
Title: Chief Executive Officer

ACKNOWLEDGED AND AGREED

as of the date first above written:

**TWIN BROOK CAPITAL PARTNERS, LLC,**  
as Agent

By:  .....  
By: Kimberly Trick (Apr 27, 2023 15:32 EDT) .....

Name: Kimberly Trick

Title: Managing Director

**SCHEDULE A**

**TRADEMARK REGISTRATIONS AND LICENSES**

TRADEMARK REGISTRATIONS

<b>Loan Party</b>	<b>Mark</b>	<b>App. No./Reg. No.</b>	<b>Date of Registration</b>	<b>Jurisdiction</b>
Motor City Fastener, LLC	CRIB BOSS SMART INVENTORY SYSTEMS MOTORCITY INDUSTRIAL and Design 	RN: 5408397 SN: 87154920	February 20, 2018	United States
Motor City Fastener, LLC	CRIB BOSS SMART INVENTORY SYSTEMS MOTORCITY INDUSTRIAL and Design 	RN: 5408398 SN: 87154936	February 20, 2018	United States
Motor City Fastener, LLC	MOTOR CITY FASTENER and Design 	RN: 5525423 SN: 87154970	July 24, 2018	United States
Smith Fastener Acquisition, LLC	WVB	RN: 3427781 SN: 77131505	May 13, 2008	United States

TRADEMARK LICENSES

None.

**SCHEDULE B**

**PATENTS AND PATENT LICENSES**

PATENTS

None.

PATENT LICENSES

None.