

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM809161

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TRU-FLEX, LLC		05/09/2023	Limited Liability Company: INDIANA
RECEIVING PARTY DATA			
Name:	Alter Domus (US) LLC, as Agent		
Street Address:	225 West Washington Street, 9th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	5350907	CUSTOM-FLEX	
Registration Number:	2458013	POLY-LOCK	
Registration Number:	1864521	POWERFLEX	
Registration Number:	5487646	READY-HOSE	
Registration Number:	5861807	TF	
Registration Number:	4937566	TF	
Registration Number:	1732451	TF TRU-FLEX METAL HOSE LLC SINCE 1962	
Registration Number:	4480280	TRU-FLEX	
Registration Number:	5851244	TRU-FLEX	
Registration Number:	4942160	TF TRU-FLEX FLEXIBLE EXHAUST PRODUCTS	
Registration Number:	5336045	TF TRU-FLEX FLEXIBLE METAL HOSE PRODUCTS	
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:	3129932617		
Email:	atoosa.nowrouzi@lw.com		
Correspondent Name:	Atoosa Nowrouzi		
Address Line 1:	C/O Latham and Watkins 330 N Wabash Ave		

CH \$290.00 5350907

Address Line 2: Suite 2800
Address Line 4: Chicago, ILLINOIS 60611

ATTORNEY DOCKET NUMBER: 070525-0013 [AN]

NAME OF SUBMITTER: ATOOSA NOWROUZI

SIGNATURE: /an/

DATE SIGNED: 05/09/2023

Total Attachments: 7

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The liens and security interests securing the indebtedness and other obligations incurred or arising under or evidenced by this instrument and the rights and obligations evidenced hereby with respect to such liens and security interests are subject to the provisions of that certain Intercreditor Agreement (as the same may be amended or otherwise modified from time to time pursuant to the terms thereof, the “Intercreditor Agreement”), dated as of May 9, 2023, by and among BMO HARRIS BANK N.A., in its capacity as the ABL Agent (including its successors and assigns from time to time), and ALTER DOMUS (US) LLC, in its capacity as the Term Loan Agent (including its successors and assigns from time to time), and certain other persons which may be or become parties thereto or become bound thereto from time to time in accordance with the terms thereof, and acknowledged and agreed to by Nelson Intermediate Holdings Corp., a Delaware corporation, and the other Credit Parties (as defined therein). In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control, and each party hereto hereby acknowledges that it is bound by the provisions of the Intercreditor Agreement.

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of May 9, 2023, is made by TRU-FLEX, LLC, an Indiana limited liability company (the “Grantor”), in favor of Alter Domus (US) LLC, as administrative agent for the Lenders and as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the “Agent”) (each as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of May 9, 2023 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Nelson Intermediate Holdings Corp., a Delaware limited liability company (the “Borrower”), Nelson Midco Corp., a Delaware corporation (“Holdings”), the other Credit Parties, the Lenders from time to time party thereto and Agent, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Term Loan Guaranty and Security Agreement dated as of May 9, 2023, in favor of the Agent (the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, the Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "Trademark Collateral"):

(a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding anything to the contrary, in no event shall the Trademark Collateral include any Excluded Property and no security interest is granted in any Excluded Property.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions, in each case, as determined in the Grantor's reasonable business judgment, in connection with its Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security 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.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the 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.

TRU-FLEX, LLC, as Grantor

By: 

Name: Sergio Cabada

Title: Chief Financial Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ACCEPTED AND AGREED
as of the date first above written:

ALTER DOMUS (US) LLC,
as Agent

By: 
Name: Pinju Chiu
Title: Associate Counsel





[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]


TRADEMARK
REEL: 008066 FRAME: 0604

SCHEDULE I
TO
TRADEMARKS SECURITY AGREEMENT

Trademark Registrations

REGISTERED TRADEMARKS

<u>Name of Loan Party</u>	<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Mark</u>
TRU-FLEX, LLC	United States	5350907	CUSTOM-FLEX
TRU-FLEX, LLC	United States	2458013	POLY-LOCK
TRU-FLEX, LLC	United States	1864521	POWERFLEX
TRU-FLEX, LLC	United States	5487646	READY-HOSE
TRU-FLEX, LLC	United States	5861807	TF & DESIGN 
TRU-FLEX, LLC	United States	4937566	TF and Design 
TRU-FLEX, LLC	United States	1732451	TF TRU-FLEX METAL HOSE LLC SINCE 1962 
TRU-FLEX, LLC	United States	4480280	TRU-FLEX
TRU-FLEX, LLC	United States	5851244	TRU-FLEX
TRU-FLEX, LLC	United States	4942160	TRU-FLEX FLEXIBLE EXHAUST PRODUCTS and Design 

<u>Name of Loan Party</u>	<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Mark</u>
TRU-FLEX, LLC	United States	5336045	TRU-FLEX FLEXIBLE METAL HOSE PRODUCTS & Design 

TRADEMARKS APPLICATIONS

None.