

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM811713

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Universal Plant Services, Inc.		05/17/2023	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	Oaktree Fund Administration, LLC, as Administrative Agent		
Street Address:	333 South Grand Ave., 28th Floor		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90071		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	97688419	UNIVERSAL PLANT SERVICES	
Registration Number:	4652336	UNIVERSAL PLANT SERVICES	
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		
Address Line 2:	Suite 2800		
Address Line 4:	Chicago, ILLINOIS 60611		
ATTORNEY DOCKET NUMBER:	070525-0016 [AN]		
NAME OF SUBMITTER:	ATOOSA NOWROUZI		
SIGNATURE:	/an/		
DATE SIGNED:	05/19/2023		
Total Attachments: 4			
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The liens and security interests securing the obligations evidenced hereby are subordinate in the manner and to the extent set forth in that certain Subordination and Intercreditor Agreement dated as of May 17, 2023 (as the same may be amended or otherwise modified from time to time pursuant to the terms thereof, the “Intercreditor Agreement”) between JPMorgan Chase Bank, N.A., as the First Priority Agent, and Oaktree Fund Administration, LLC, as the Second Priority Agent, and acknowledged and agreed to by the Borrower and other Loan Parties party thereto, to the “First Priority Liens,” as defined therein; and each holder of this instrument, by its acceptance hereof, irrevocably agrees to be bound by the provisions of the Intercreditor Agreement.

**CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (the “Confirmatory Grant”) is made effective as of May 17, 2023 by and from Universal Plant Services, Inc., a Texas corporation (the “Grantor”), to and in favor of Oaktree Fund Administration, LLC (the “Grantee”), for itself and as Administrative Agent for the Secured Parties (as defined in the Second Lien Credit Agreement referenced below).

WHEREAS, Jones Industrial Holdings, Inc., a Texas corporation (the “Company”), the Grantor, the Grantee, the other Loan Parties party thereto and the Lenders part thereto have entered into that certain Second Lien Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Second Lien Credit Agreement”).

WHEREAS, the Company, the Grantor, the other Loan Parties and the Grantee have entered into that certain Second Lien Pledge and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Second Lien Security Agreement”).

WHEREAS, the Grantor owns the trademarks (the “Trademarks”) listed on Exhibit A attached hereto, which such Trademarks are pending or registered with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted under the Second Lien Security Agreement to the Grantee for the benefit of the Secured Parties. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Second Lien Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Second Lien Security Agreement, the provisions of the Second Lien Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

- 1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Second Lien Credit Agreement.
- 2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of all the Obligations. Upon the payment in full of all Obligations (other than Unliquidated Obligations that have not yet arisen), Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to the Grantor all reasonably requested instruments in writing releasing the security interest in the Trademarks acquired under this Confirmatory Grant.

(b) The Grantor hereby grants to Grantee a security interest in (1) all of the Grantor's right, title and interest in and to the Trademarks now owned or from time to time after the date hereof owned or acquired by the Grantor, together with (2) all proceeds and products of such Trademarks, (3) the goodwill associated with such Trademarks, and (4) all causes of action arising prior to or after the date hereof for infringement of such Trademarks or unfair competition regarding the same.

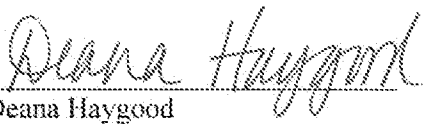
3) Counterparts. This Confirmatory Grant may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

4) Governing Law. This Confirmatory Grant 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 Page Follows]

IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant effective as of the date first written above.

UNIVERSAL PLANT SERVICES, INC.


By: 
Name: Deana Haygood
Title: Senior Vice President and Chief Financial Officer

Signature Page to
Confirmatory Grant of Security Interest in United States Trademarks

TRADEMARK
REEL: 008078 FRAME: 0726

CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

Exhibit A - SCHEDULE OF TRADEMARKS

Owner	Mark	Status	Country	Application Number/ Application Date	Registration Number/ Registration Date
Universal Plant Services, Inc.	UNIVERSAL PLANT SERVICES 	Pending	United States	97688419 22-NOV-2022	
Universal Plant Services, Inc.	UNIVERSAL PLANT SERVICES	Registered	United States	86261705 24-APR-2014	4652336 09-DEC-2014