

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM815696

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900769118		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GWP Bishop Lifting, LLC		04/27/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	WhiteHorse Capital Management, LLC		
Street Address:	One Station Place		
Internal Address:	Metro Center, 5th Floor		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06902		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5859019	PALMER SAFETY	
Registration Number:	6542678	GENERAL WORK PRODUCTS GWP	
Registration Number:	6612102	GRIP-TITE	
Registration Number:	4769829	BERRYLINE	
Registration Number:	6714257	ATERET	
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:	714.668.6200		
Email:	johnkline@paulhastings.com		
Correspondent Name:	John Kline		
Address Line 1:	695 Town Center Drive		
Address Line 2:	Seventeenth Floor		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
NAME OF SUBMITTER:	John Kline		
SIGNATURE:	/s/ John Kline		

DATE SIGNED:	06/07/2023
Total Attachments: 5 source=WhiteHorse_Project Atlas -Trademark Security Agreement (GWP Joinder) Executed(170029072_1)#page1.tif source=WhiteHorse_Project Atlas -Trademark Security Agreement (GWP Joinder) Executed(170029072_1)#page2.tif source=WhiteHorse_Project Atlas -Trademark Security Agreement (GWP Joinder) Executed(170029072_1)#page3.tif source=WhiteHorse_Project Atlas -Trademark Security Agreement (GWP Joinder) Executed(170029072_1)#page4.tif source=WhiteHorse_Project Atlas -Trademark Security Agreement (GWP Joinder) Executed(170029072_1)#page5.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of April 27, 2023 (this “Trademark Security Agreement”), is made by the Grantor listed on the signature pages hereof (the “Grantor”), in favor of WHITEHORSE CAPITAL MANAGEMENT, LLC (“WhiteHorse”), as Collateral Agent (as defined in the Credit Agreement referred to below).

Reference is made to that certain Credit Agreement dated as of February 1, 2022 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among BLP BUYER, INC., a Delaware corporation (the “Borrower”), BLP INTERMEDIATE, INC., a Delaware corporation (“Holdings”), the other Loan Parties party thereto, each Lender (as defined in the Credit Agreement) from time to time party thereto, WhiteHorse, as Administrative Agent and Collateral Agent, and the other agents and parties party thereto.

WHEREAS, the Grantor is party to that certain Security Agreement, dated as of February 1, 2022 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Security Agreement”), in favor of the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and to induce the Lenders to extend credit under the Credit Agreement, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, capitalized terms used herein and not defined have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademarks. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest (the “Security Interest”) in, all of the Grantor’s right, title or interest in or to any and all of the Trademarks (other than any Excluded Assets), including those listed on Schedule I hereto, and all proceeds of such Trademarks, now owned or at any time hereafter acquired by the Grantor.

SECTION 3. Security Agreement. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Collateral Agent and the Grantor hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the Security Interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Counterparts. This Trademark Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Delivery by telecopier, pdf, DocuSign or other electronic imaging or signature means of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement. This Trademark Security Agreement shall become effective as to the Grantor when a counterpart hereof executed on behalf of the Grantor shall have been delivered to the Collateral Agent and a counterpart hereof shall have been executed on behalf of the Collateral Agent, and thereafter shall be binding upon the Grantor and the Collateral Agent and their respective successors and permitted assigns. The Collateral Agent may also require that any such documents and signatures delivered by telecopier, pdf, DocuSign or other

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electronic imaging or signature means be confirmed by a manually signed original thereof; provided, that the failure to request or deliver the same shall not limit the effectiveness of any document or signature delivered by telecopier, .pdf, DocuSign or other electronic imaging or signature means.

SECTION 5. Recordation. The Grantor authorizes the Commissioner of Patents and Trademarks to record this Agreement.

SECTION 6. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Termination. Upon the termination of the Security Agreement in accordance with its terms, the Collateral Agent shall execute, acknowledge, and deliver to the Grantor (at the Grantors' joint and several expense) an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

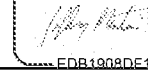
[signature pages follow]

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.

GWP BISHOP LIFTING, LLC

By:

DocuSigned by:



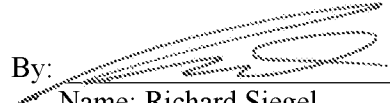
EDB1908DE11E44A

Name: Jeff Martini

Title: Chief Financial Officer, Secretary &
Treasurer

Accepted and Agreed:


WHITEHORSE CAPITAL MANAGEMENT, LLC,
as Collateral Agent

By: 
Name: Richard Siegel
Title: Authorized Signatory

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

UNITED STATES TRADEMARKS:

U.S. Trademark Registrations

REGISTERED TRADEMARK	TYPE	OWNER	U.S. Registration Number	U.S. Registration Date
Palmer Safety	Trademark (words)	GWP Bishop Lifting, LLC	5859019	September 10, 2019
General Work Products 	Trademark (words)	GWP Bishop Lifting, LLC	6542678	November 2, 2021
GRIP TITE	Trademark (words)	GWP Bishop Lifting, LLC	6612102	January 11, 2022
BERRYLINE	Trademark (word)	GWP Bishop Lifting, LLC	4769829	July 7, 2015
ATERET	Trademark (word)	GWP Bishop Lifting, LLC	6714257	April 26, 2022

U.S. Trademark Applications

None.