## ETAS ID: TM840422

# Electronic Version v1.1

Stylesheet Version v1.2

**SUBMISSION TYPE: NEW ASSIGNMENT** 

**NATURE OF CONVEYANCE:** Notice of Grant of Security Interest in Trademarks

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Barnes Group Inc.		08/31/2023	Corporation: DELAWARE
Synventive Molding Solutions, Inc.		08/31/2023	Corporation: DELAWARE

TRADEMARK ASSIGNMENT COVER SHEET

#### **RECEIVING PARTY DATA**

Name:	Bank of Americas, N.A., as Collateral Agent	
Street Address:	900 W Trade Street	
Internal Address:	Gateway Village-900 Building NC1-026-06-09	
City:	Charlotte	
State/Country:	NORTH CAROLINA	
Postal Code:	28255	
Entity Type:	National Banking Association: UNITED STATES	

#### **PROPERTY NUMBERS Total: 10**

Property Type	Number	Word Mark
Registration Number:	2772348	NITRIDER
Registration Number:	4218041	В
Registration Number:	4218042	B BARNES
Registration Number:	2218660	KONA
Registration Number:	2601360	DYNAMIC FEED
Registration Number:	2872078	SYNVENTIVE
Registration Number:	2987694	SYNVENTIVE
Registration Number:	4946044	ACTIVEGATE
Registration Number:	4946256	HGATE
Registration Number:	5719945	SVG+

#### **CORRESPONDENCE DATA**

Fax Number:

900801346

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.

Phone: 8004945225

ipteam@cogencyglobal.com Email:

Stewart Walsh **Correspondent Name:** 

**TRADEMARK** 

REEL: 008204 FRAME: 0465

**Address Line 1:** 1025 Connecticut Ave NW, Suite 712

Address Line 2: COGENCY GLOBAL Inc.

Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER:	2122386 TM
NAME OF SUBMITTER:	Sonya Jackman
SIGNATURE:	/Sonya Jackman/
DATE SIGNED:	09/19/2023

#### **Total Attachments: 5**

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#### **Notice of Grant of Security Interest in Trademarks**

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of August 31, 2023 (this "Agreement"), made by Barnes Group Inc. and Synventive Molding Solutions, Inc. (each, a "Pledgor" and together, the "Pledgors"), in favor of Bank of America, N.A., as collateral agent for the Secured Parties (together with its successors and assigns, in such capacity, the "Collateral Agent").

Reference is made to the Collateral Agreement dated as of August 31, 2023, (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among the Pledgors, the other pledgors party thereto and the Collateral Agent. The parties hereto agree as follows:

SECTION 1. *Terms*. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. All terms defined in the Uniform Commercial Code and not defined in this Agreement or the Collateral Agreement have the meanings specified therein. The rules of construction specified in Section 1.1(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. *Grant of Security Interest*. As security for the payment or performance when due (whether at the stated maturity, by acceleration or otherwise), as the case may be, in full of its Secured Obligations, each Pledgor hereby assigns and pledges to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all of such Pledgor's right, title and interest in, to and under any and all of the following assets and properties (whether now owned or hereafter acquired) (collectively, but excluding any Excluded Property, the "*IP Collateral*"): all Trademarks of the United States of America, including those listed on <u>Schedule I</u>; *provided, however*, that the foregoing pledge, assignment and grant of security interest will not cover any Excluded Property, including, without limitation, any "intent-to-use" Trademark applications prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent that the grant of a security interest therein would impair the validity or enforceability of, or render void or voidable or result in the cancellation of such Pledgor's right, title or interest therein or in any Trademark issued as a result of such application under applicable federal law.

SECTION 3. *Collateral Agreement*. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. Each Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the IP Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. *Counterparts*. This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original. The words "execution," "signed," "signature," and words of like import in this Agreement shall be deemed to include electronic signatures or electronic records, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global

and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

SECTION 5. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

[Signature Pages Follow]

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

BARNES GROUP INC.

By:

Name: Michael V. Kennedy

Title: Vice President, Tax & Treasury

SYNVENTIVE MOLDING SOLUTIONS, INC.

Rv

Michael V. Hornes Name: Michael V. Kennedy

Title: Vice President

[Signature Page to Notice of Grant of Security Interest in Trademarks]

Bank of America, N.A., as Collateral Agent

By:

Name: Liliana Claar Title: Vice President

# Schedule I to Notice of Grant of Security Interest in Trademarks

### Trademarks Owned by Barnes Group Inc.

### U.S. Trademark Registrations

Trademark	Registration No.	Owner
NITRIDER	US 2772348	Barnes Group Inc.
B Logo	US 4218041	BARNES GROUP INC.
B BARNES Logo	US 4218042	BARNES GROUP INC.
KONA	US 2218660	Synventive Molding Solutions, Inc.
DYNAMIC FEED	US 2601360	Synventive Molding Solutions, Inc.
SYNVENTIVE	US 2872078	Synventive Molding Solutions, Inc.
SYNVENTIVE and Design	US 2987694	Synventive Molding Solutions, Inc.
ACTIVEGATE	US 4946044	Synventive Molding Solutions, Inc.
HGATE	US 4946256	Synventive Molding Solutions, Inc.
SVG+	US 5719945	Synventive Molding Solutions, Inc.

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**RECORDED: 09/19/2023**