

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM848907

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AC AVALANCHE LLC		10/25/2023	Limited Liability Company: OHIO
B'LASTER LLC		10/25/2023	Limited Liability Company: OHIO

RECEIVING PARTY DATA

Name:	Capital One, National Association, as Secured Party
Street Address:	Two Bethesda Metro Center, Suite 600
City:	Bethesda
State/Country:	MARYLAND
Postal Code:	20814
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 58

Property Type	Number	Word Mark
Registration Number:	6735657	AC AVALANCHE
Registration Number:	6365407	SMART CHIP
Registration Number:	6365408	SMART CHIP PRO
Registration Number:	6429089	SURFACE SHIELD
Registration Number:	6086954	SMART CLIP
Registration Number:	6435035	PROSTRAW
Registration Number:	6479498	CONTROL FLOW TECHNOLOGY
Registration Number:	5771720	OLDER VEHICLES
Registration Number:	6102685	#1 SUPER CHILL FORMULA
Registration Number:	5631460	DURASEAL
Registration Number:	5210361	RUST BELT WARRIORS
Registration Number:	5089474	CAREER EDUCATION. CERTIFIED PASSION.
Registration Number:	5387210	WORK IT LIKE A PRO
Registration Number:	4991952	B'LASTER
Registration Number:	5019191	TRIPLE SEAL
Registration Number:	5065364	BLACK DIAMOND AVALANCHE
Registration Number:	5101089	DON'T BUST YOUR KNUCKLES, BUST YOUR NUTS

CH \$1465.00 6735657

Property Type	Number	Word Mark
Registration Number:	4944404	THE ORIGINAL NUT & BOLT BUSTER
Registration Number:	5237503	B'LASTER U
Registration Number:	5237504	B'LASTER UNIVERSITY
Registration Number:	4823588	AVALANCHE
Registration Number:	4952107	SMART CLIP TECHNOLOGY
Registration Number:	4695584	FIX IT RIGHT
Registration Number:	3961004	PB-50
Registration Number:	2441750	B'LASTER
Registration Number:	1589644	ENGINE BRITE
Registration Number:	0525124	CASITE
Registration Number:	6811909	PB
Registration Number:	6909818	PB B'LASTER
Registration Number:	6736772	GUNK
Registration Number:	6736773	GUNK
Registration Number:	6350179	PROSTRAW WITH CONTROL FLOW TECHNOLOGY
Registration Number:	5379108	EZ CONNECT
Registration Number:	3127878	QUICK WORKS
Registration Number:	3056259	MOTOR HONEY
Registration Number:	2040604	TRANNY HONEY
Registration Number:	1800365	MOTOR HONEY
Registration Number:	1641829	CASITE
Registration Number:	1640984	CASITE
Registration Number:	1601795	GUNK
Registration Number:	4502850	TOUGH SERIES
Registration Number:	3839192	A WRENCH FOR EVERY JOB
Registration Number:	0961442	DOUGLAS
Registration Number:	5449511	FLASHSIGHT
Registration Number:	0769559	GOLDEN STATE
Registration Number:	0802104	KANT-LEAK
Registration Number:	5596828	LIGHT IT UP. BREAK IT LOOSE.
Registration Number:	0593495	LIQUID WRENCH
Registration Number:	3834359	LIQUID WRENCH
Registration Number:	4309809	RSC CHEMICAL SOLUTIONS
Registration Number:	4309810	RSC CHEMICAL SOLUTIONS
Registration Number:	4309811	RSC CHEMICAL SOLUTIONS
Registration Number:	4692720	RSC CHEMICAL SOLUTIONS
Registration Number:	0580911	TRIPLESEAL
Registration Number:	0996942	TITE SEAL SOLDER SEAL

Property Type	Number	Word Mark
Registration Number:	4720518	TITSEAL
Registration Number:	4633436	TITSEAL
Registration Number:	0577785	TITE-SEAL

CORRESPONDENCE DATA

Fax Number:

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: 312.577.8544

Email: sharon.elkin@katten.com

Correspondent Name: Sharon Elkin c/o Katten Muchin Rosenman

Address Line 1: 525 W. Monroe Street

Address Line 4: Chicago, ILLINOIS 60661-3693

ATTORNEY DOCKET NUMBER:	345153-00141
NAME OF SUBMITTER:	Sharon Elkin
SIGNATURE:	/Sharon Elkin/
DATE SIGNED:	10/26/2023

Total Attachments: 8

- source=08. cona b'laster trademark security agreement executed 2023#page1.tif
- source=08. cona b'laster trademark security agreement executed 2023#page2.tif
- source=08. cona b'laster trademark security agreement executed 2023#page3.tif
- source=08. cona b'laster trademark security agreement executed 2023#page4.tif
- source=08. cona b'laster trademark security agreement executed 2023#page5.tif
- source=08. cona b'laster trademark security agreement executed 2023#page6.tif
- source=08. cona b'laster trademark security agreement executed 2023#page7.tif
- source=08. cona b'laster trademark security agreement executed 2023#page8.tif

GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, AC AVALANCHE LLC, an Ohio limited liability company, and **B’LASTER LLC**, an Ohio limited liability company (each individually and collectively, as applicable, “**Grantor**”), owns and in the future may acquire various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, B’LASTER HOLDINGS LLC, a Delaware limited liability company (“**Company**”) has entered into a Credit Agreement, dated as of October 25, 2023 (the Credit Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”) with the financial institutions and other persons named therein (collectively, together with their respective successors and permitted assigns party to the Credit Agreement from time to time, the “**Lenders**”), and Capital One, National Association, as Administrative Agent for the Lenders (in such capacity, “**Secured Party**”) pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Company; and

WHEREAS, Company and Subsidiary Guarantors may from time to time enter, or may from time to time have entered, into one or more swap agreements (collectively, the “**Lender Swap Agreements**”) with one or more Persons that are Lenders or Affiliates of Lenders at the time such Lender Swap Agreements are entered into (in such capacity, collectively, “**Swap Counterparties**”); and

WHEREAS, Grantor has executed and delivered that certain Subsidiary Guaranty dated as of October 25, 2023 (the Subsidiary Guaranty, as it may heretofore have been and as it may hereafter be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Guaranty**”) in favor of Secured Party for the benefit of itself, Lenders, Revolver Agent and any Swap Counterparties, pursuant to which Grantor has guaranteed the prompt payment and performance when due of all obligations of Company and Subsidiary Guarantors under the Credit Agreement and the other Loan Documents and all obligations of Company and Subsidiary Guarantors under the Lender Swap Agreements, including, without limitation, the obligation of Company to make payments thereunder in the event of early termination thereof; and]

WHEREAS, pursuant to the terms of a Security Agreement dated as of October 25, 2023 (the Security Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among Company, Secured Party and the other grantors named therein, Grantor has created in favor of Secured Party a security interest in, and Secured Party has become a secured creditor with respect to, the Trademark Collateral as hereinafter defined;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to Secured Party pursuant to the Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor’s right, title and interest in and to the following, in each case whether now or hereafter

existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the “**Trademark Collateral**”):

(i) all rights, title and interest in and to all trademarks, service marks, designs, logos, indicia, trade names, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the United States trademark applications and trademark registrations set forth on Schedule A annexed hereto) (collectively, the “**Trademarks**”), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries, all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries, and all goodwill of such Grantor’s business symbolized by the Trademarks and associated therewith; and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance, if any (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term “**proceeds**” includes whatever is receivable or received when Trademark Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Notwithstanding anything to the contrary herein, any applications filed in the United States Patent and Trademark Office to register trademarks or service marks on the basis of any Grantor’s “intent to use” such trademarks or service marks shall not be included in the Trademark Collateral unless and until the filing of a “Statement of Use” or “Amendment to Allege Use” has been filed and accepted by the United States Patent and Trademark Office, whereupon such applications shall be automatically subject to the security interest granted herein and deemed included in the Trademark Collateral.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral 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.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the date first set forth above.

AC AVALANCHE LLC

By: 

Name: Randy Pindor

Title: President and Chief Executive Officer

B'LASTER LLC

By: 




Name: Randy Pindor

Title: President


SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST

Mark	Jurisdiction	Serial No./ Filing Date	Registration No./ Registration Date	Owner
AC AVALANCHE	USA	90689263 04-MAY-2021	6735657 24-MAY-2022	AC AVALANCHE LLC
SMART CHIP	USA	88723428 11-DEC-2019	6365407 25-MAY-2021	AC AVALANCHE LLC
SMART CHIP PRO	USA	88723447 11-DEC-2019	6365408 25-MAY-2021	AC AVALANCHE LLC
SURFACE SHIELD	USA	88678826 04-NOV-2019	6429089 20-JUL-2021	B'LASTER LLC
SMART CLIP	USA	88474298 14-JUN-2019	6086954 23-JUN-2020	AC AVALANCHE LLC
PROSTRAW	USA	88443276 23-MAY-2019	6435035 27-JUL-2021	B'LASTER LLC
CONTROL FLOW TECHNOLOGY	USA	88443312 23-MAY-2019	6479498 07-SEP-2021	B'LASTER LLC
OLDER VEHICLES 	USA	88025173 03-JUL-2018	5771720 04-JUN-2019	AC AVALANCHE LLC
#1 SUPER CHILL FORMULA 	USA	88007789 20-JUN-2018	6102685 14-JUL-2020	AC AVALANCHE LLC
DURASEAL	USA	87862526 04-APR-2018	5631460 18-DEC-2018	AC AVALANCHE LLC
RUST BELT WARRIORS	USA	86910769 17-FEB-2016	5210361 23-MAY-2017	B'LASTER LLC

Mark	Jurisdiction	Serial No./ Filing Date	Registration No./ Registration Date	Owner
CAREER EDUCATION. CERTIFIED PASSION.	USA	86843851 09-DEC-2015	5089474 29-NOV-2016	B'LASTER LLC
WORK IT LIKE A PRO	USA	86833746 30-NOV-2015	5387210 23-JAN-2018	B'LASTER LLC
B'LASTER	USA	86791772 19-OCT-2015	4991952 05-JUL-2016	B'LASTER LLC
TRIPLE SEAL	USA	86743716 01-SEP-2015	5019191 09-AUG-2016	AC AVALANCHE LLC
BLACK DIAMOND AVALANCHE	USA	86689327 10-JUL-2015	5065364 18-OCT-2016	AC AVALANCHE LLC
DON'T BUST YOUR KNUCKLES, BUST YOUR NUTS	USA	86586398 03-APR-2015	5101089 13-DEC-2016	B'LASTER LLC
THE ORIGINAL NUT & BOLT BUSTER	USA	86586422 03-APR-2015	4944404 26-APR-2016	B'LASTER LLC
B'LASTER U	USA	86569244 19-MAR-2015	5237503 04-JUL-2017	B'LASTER LLC
B'LASTER UNIVERSITY	USA	86569267 19-MAR-2015	5237504 04-JUL-2017	B'LASTER LLC
AVALANCHE	USA	86362485 11-AUG-2014	4823588 29-SEP-2015	AC AVALANCHE LLC
SMART CLIP TECHNOLOGY	USA	86362496 11-AUG-2014	4952107 03-MAY-2016	AC AVALANCHE LLC
FIX IT RIGHT	USA	86344485 22-JUL-2014	4695584 03-MAR-2015	B'LASTER LLC
PB-50	USA	85071460 25-JUN-2010	3961004 17-MAY-2011	B'LASTER LLC

Mark	Jurisdiction	Serial No./ Filing Date	Registration No./ Registration Date	Owner
B'LASTER	USA	75480675 29-APR-1998	2441750 10-APR-2001	B'LASTER LLC
ENGINE BRITE	USA	73822799 31-AUG-1989	1589644 03-APR-1990	B'LASTER LLC
CASITE 	USA	71575567 17-MAR-1949	0525124 09-MAY-1950	B'LASTER LLC
PB	USA	90732827 25-MAY-2021	6811909 09-AUG-2022	B'LASTER LLC
PB B'LASTER	USA	90732935 25-MAY-2021	6909818 29-NOV-2022	B'LASTER LLC
GUNK	USA	90717635 18-MAY-2021	6736772 24-MAY-2022	B'LASTER LLC
GUNK 	USA	90717639 18-MAY-2021	6736773 24-MAY-2022	B'LASTER LLC
PROSTRAW WITH CONTROL FLOW TECHNOLOGY 	USA	90077759 28-JUL-2020	6350179 11-MAY-2021	B'LASTER LLC
EZ CONNECT	USA	87489253 14-JUN-2017	5379108 16-JAN-2018	B'LASTER LLC
QUICK WORKS	USA	78488702 23-SEP-2004	3127878 08-AUG-2006	B'LASTER LLC
MOTOR HONEY	USA	78310146 07-OCT-2003	3056259 31-JAN-2006	B'LASTER LLC
TRANNY HONEY	USA	75086857 10-APR-1996	2040604 25-FEB-1997	B'LASTER LLC

Mark	Jurisdiction	Serial No./ Filing Date	Registration No./ Registration Date	Owner
MOTOR HONEY	USA	74356800 08-FEB-1993	1800365 26-OCT-1993	B'LASTER LLC
CASITE 	USA	74053209 26-APR-1990	1641829 23-APR-1991	B'LASTER LLC
CASITE	USA	74053259 26-APR-1990	1640984 16-APR-1991	B'LASTER LLC
GUNK 	USA	73/840084 15-NOV-1989	1601795 19-JUN-1990	B'LASTER LLC
TOUGH SERIES 	USA	85804073 17-DEC-2012	4502850 25-MAR-2014	B'LASTER LLC
A WRENCH FOR EVERY JOB	USA	77833854 24-SEP-2009	3839192 24-AUG-2010	B'LASTER LLC
DOUGLAS and Design 	USA	72435308 11-SEP-1972	961442 19-JUN-1973	B'LASTER LLC
FLASHSIGHT	USA	87304592 17-JAN-2017	5449511 17-APR-2018	B'LASTER LLC
GOLDEN STATE 	USA	72175607 22-aug-1963	769559 12-MAY-1964	B'LASTER LLC
KANT-LEAK and Design 	USA	72219613 24-MAY-1965	802104 18-JAN-1966	B'LASTER LLC
LIGHT IT UP. BREAK IT LOOSE.	USA	87554716 03-AUG-2017	5596828 30-OCT-2018	B'LASTER LLC
LIQUID WRENCH	USA	71655155 21-OCT-1953	593495 10-AUG-1954	B'LASTER LLC

Mark	Jurisdiction	Serial No./ Filing Date	Registration No./ Registration Date	Owner
LIQUID WRENCH	USA	77898206 21-DEC-2009	3834359 17-AUG-2010	B'LASTER LLC
RSC CHEMICAL SOLUTIONS	USA	85387919 03-AUG-2011	4309809 26-MAR-2013	B'LASTER LLC
RSC CHEMICAL SOLUTIONS	USA	85387922 03-AUG-2011	4309810 26-MAR-2013	B'LASTER LLC
RSC CHEMICAL SOLUTIONS	USA	85387923 03-AUG-2011	4309811 26-MAR-2013	B'LASTER LLC
RSC CHEMICAL SOLUTIONS	USA	85387934 03-AUG-2011	4692720 24-FEB-2015	B'LASTER LLC
TRIPLE SEAL and Design 	USA	71610631 28-FEB-1951	580911 13-OCT-1953	B'LASTER LLC
TITE SEAL A SOLDER SEAL PRODUCT and Design 	USA	72453153 02-APR-1973	996942 29-OCT-1974	B'LASTER LLC
TITSEAL	USA	85582123 28-MAR-2012	4720518 14-APR-2015	B'LASTER LLC
TITSEAL	USA	85982699 28-MAR-2012	4633436 04-NOV-2014	B'LASTER LLC
TITE-SEAL	USA	71618055 24-AUG-1951	577785 21-JUL-1953	B'LASTER LLC