

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM851755

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ELGIN FASTENER GROUP, LLC		11/03/2023	Limited Liability Company: DELAWARE
HOLBROOK MFG LLC		11/03/2023	Limited Liability Company: ILLINOIS
TELEFAST INDUSTRIES INC.		11/03/2023	Corporation: OHIO
ROCKFORD FASTENER, INC.		11/03/2023	Corporation: ILLINOIS

RECEIVING PARTY DATA

Name:	BANK OF MONTREAL, as administrative agent
Street Address:	115 S. LaSalle Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	Chartered Bank: CANADA
Name:	PNC BANK, NATIONAL ASSOCIATION, as revolving agent
Street Address:	340 Madison Ave, 11th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10173
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	4446589	EFG USA
Registration Number:	4049861	EEFG ELGIN FASTENER GROUP
Registration Number:	2996549	HB
Registration Number:	2149044	CP
Registration Number:	2015553	LP
Registration Number:	2062376	
Registration Number:	1897296	
Registration Number:	1890797	OR

CH \$290.00 4446589

Property Type	Number	Word Mark
Registration Number:	1899574	QB
Registration Number:	1750705	TF
Serial Number:	98154254	RF

CORRESPONDENCE DATA

Fax Number: 2028357586

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: 2028357500

Email: dcip@milbank.com

Correspondent Name: Javier J. Ramos, Esq.

Address Line 1: 1850 K Street, NW, Suite 1100

Address Line 2: Milbank, LLP

Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER: 39092.00085

NAME OF SUBMITTER: Javier J. Ramos

SIGNATURE: /Javier J. Ramos/

DATE SIGNED: 11/07/2023

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of November 3, 2023, (this "Agreement"), by ELGIN FASTENER GROUP, LLC, a Delaware limited liability company, HOLBROOK MFG LLC, an Illinois limited liability company, TELEFAST INDUSTRIES INC., an Ohio corporation, and ROCKFORD FASTENER, INC., an Illinois corporation (each, a "Grantor"), in favor of the Administrative Agent referred to below.

Reference is made to that certain Pledge and Security Agreement, dated as of March 31, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Loan Parties party thereto and the Administrative Agent. The Lenders, Issuing Banks and Swingline Lender have extended credit to the Borrower (as defined below) subject to the terms and conditions set forth in that certain Credit Agreement, dated as of March 31, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among ASP MWI INTERMEDIATE HOLDINGS, INC., a Delaware corporation ("Holdings"), HELIX ACQUISITION HOLDINGS, INC., a Delaware corporation (the "Borrower"), the Lenders and Issuing Banks from time to time party thereto, BANK OF MONTREAL ("BMO"), in its capacity as administrative agent for the Lenders and collateral agent for the Secured Parties (in such capacities and together with its successors and assigns, the "Administrative Agent") and PNC BANK, NATIONAL ASSOCIATION, as revolving agent for the Revolving Lenders (the "Revolving Agent") and as an Issuing Bank and the Swingline Lender. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement and Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings specified in the Security Agreement or the Credit Agreement, as applicable, as in effect on the date hereof.

SECTION 2. *Grant of Security Interest.* As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does pledge and grant to the Administrative Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under any or all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of such Grantor and regardless of where located (collectively, the "IP Collateral"):

A. all Trademark registrations and pending applications for registration in the United States Patent and Trademark Office listed on Schedule I hereto;

B. all issued Patents and pending Patent applications for issuance in the United States Patent and Trademark Office listed on Schedule II hereto;

C. all Copyright registrations and pending applications for registration in the United States Copyright Office listed on Schedule III hereto; and

D. all Proceeds of the foregoing;

in each case, solely to the extent the foregoing items constitute Collateral, it being expressly understood and agreed that the term "IP Collateral" (and any component definition thereof) shall not include any Excluded Asset.

SECTION 3. *Security Agreement.* The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the IP Collateral are more fully set forth in the Security 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 Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. *Termination or Release.* In connection with any termination or release pursuant to Section 7.12 of the Security Agreement, the Administrative Agent shall promptly execute and deliver to each Grantor, at such Grantor's expense, such documents that such Grantor shall reasonably request to evidence, record and/or effectuate the termination or release of the security interest granted herein.

SECTION 5. *Governing Law; Jurisdiction.* THIS AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT, WHETHER IN TORT, CONTRACT (AT LAW OR IN EQUITY) OR OTHERWISE, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK. THE CONSENT TO JURISDICTION, CONSENT TO SERVICE OF PROCESS, VENUE AND WAIVER OF JURY TRIAL PROVISIONS SET FORTH IN SECTION 7.15 AND SECTION 7.16 OF THE SECURITY AGREEMENT SHALL APPLY TO THIS AGREEMENT, MUTATIS MUTANDIS, TO THE SAME EXTENT AS IF FULLY SET FORTH HEREIN.

SECTION 6. *Counterparts.* This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or by email as a ".pdf" or ".tif" attachment shall be effective as delivery of a manually executed counterpart of this Agreement. It is understood and agreed that, subject to any Requirement of Law, the words "execution", "signed", "signature", "delivery" and words of like import in or relating to this Agreement shall be deemed to include any Electronic Signature, delivery or the keeping of any record in electronic form, each of which shall have the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system to the extent and as provided for in any applicable Requirements of Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any similar state laws based on the Uniform Electronic Transactions Act.

SECTION 7. *Recordation.* Each Grantor hereby authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks, as applicable, and any other applicable Governmental Authority record this Agreement.

SECTION 8. *Release.* This Agreement shall continue in effect until the Termination Date, and the Liens granted hereunder shall automatically be released in the circumstances described in Section 8.09 and/or Section 9.22 of the Credit Agreement. In connection with any such termination or release, the Administrative Agent shall promptly execute (if applicable) and deliver to each Grantor, at such Grantor's expense, all releases, termination statements, and other instruments as may be necessary or proper to release or reflect the release of the Administrative Agent's security interest in the IP Collateral in accordance with Section 7.12 of the Security Agreement.

[Signature Page Follows]

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

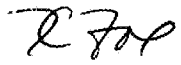
ELGIN FASTENER GROUP, LLC
HOLBROOK MFG LLC
TELEFAST INDUSTRIES, INC.
ROCKFORD FASTENER, INC.

By: KOM
Name: Kyle O'Meara
Title: Chief Financial Officer, Secretary and Treasurer

{Signature Page to Intellectual Property Security Agreement}

TRADEMARK
REEL: 008251 FRAME: 0861


BANK OF MONTREAL, as Administrative Agent

By: 

Name: Charlie Fox

Title: Director

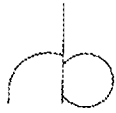
PNC BANK, NATIONAL ASSOCIATION, as Revolving
Agent

By: 
Name: Justin Halberg
Title: Senior Vice President


[Signature Page to Intellectual Property Security Agreement]

SCHEDULE I

TRADEMARKS

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK
Elgin Fastener Group, LLC	4446589	EFG USA
Elgin Fastener Group, LLC	4049861	
Holbrook Mfg LLC	2996549	
Elgin Fastener Group, LLC	2149044	CP
Elgin Fastener Group, LLC	2015553	
Elgin Fastener Group, LLC	2062376	
Elgin Fastener Group, LLC	1897296	
Elgin Fastener Group, LLC	1890797	
Elgin Fastener Group, LLC	1899574	QB
Telefast Industries Inc	1750705	TF

TRADEMARK APPLICATIONS

APPLICANT	APPLICATION NO.	TRADEMARK
Rockford Fastener, Inc.	98154254	

SCHEDULE II

PATENTS

None.

PATENT APPLICATIONS

None.

SCHEDULE III

COPYRIGHTS

None.

COPYRIGHT APPLICATIONS

None.