

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM854352

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Victor Technology, LLC		11/16/2023	Limited Liability Company: ILLINOIS
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	10 South Dearborn		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	3919667	HAND-E-SACK	
Registration Number:	3575618	LOCK-N-SACK	
Registration Number:	4266562	O2TEACH	
Registration Number:	4220357	O2TEACH	
Registration Number:	4347293	ORGANIZE TO TEACH	
Registration Number:	5378097	SEAT SACK	
Registration Number:	4138027	STRAP-N-SACK	
Serial Number:	97767178	READ-N-GO	
Registration Number:	4435651	READ-N-GO!	
Registration Number:	5600300	TABLET TAKER	
Registration Number:	5626032	THE ORIGINAL SEAT SACK COMPANY	
CORRESPONDENCE DATA			
Fax Number:	2024083141		
<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:	2024083141		
Email:	jean.paterson@cscglobal.com		
Correspondent Name:	CSC		
Address Line 1:	1090 Vermont Avenue, NW		

CH \$290.00 3919667

Address Line 4: Washington, D.C. 20005	
NAME OF SUBMITTER:	Jean Paterson
SIGNATURE:	/jep/
DATE SIGNED:	11/17/2023
Total Attachments: 6 source=11-17-2023 VICTOR_TECHNOLOGY_CO#page1.tif source=11-17-2023 VICTOR_TECHNOLOGY_CO#page2.tif source=11-17-2023 VICTOR_TECHNOLOGY_CO#page3.tif source=11-17-2023 VICTOR_TECHNOLOGY_CO#page4.tif source=11-17-2023 VICTOR_TECHNOLOGY_CO#page5.tif source=11-17-2023 VICTOR_TECHNOLOGY_CO#page6.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT dated as of November 16, 2023 is made by VICTOR TECHNOLOGY, LLC, an Illinois limited liability company (the “Grantor”), in favor of JPMORGAN CHASE BANK, N.A. (together with its successors and permitted assigns, the “Lender”).

Introductory Statement

WHEREAS, pursuant to the Credit Agreement dated as of December 3, 2021 (as has been and may be further amended, supplemented or otherwise modified, renewed or replaced from time to time, the “Revolving Credit Agreement”) among Grantor (the “Borrower”), VTI ACQUISITION, INC., a Delaware corporation (“Holdings”), the other Loan Parties party thereto and the Lender, the Lender has agreed to make Revolving Loans to the Borrower on and subject to the terms and conditions set forth therein; and

WHEREAS, in connection with the Revolving Credit Agreement, all of the Loan Parties are party to a Pledge and Security Agreement dated as of December 3, 2021 (as amended, supplemented or otherwise modified, renewed or replaced from time to time, the “Pledge and Security Agreement”), pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, and to induce the Lender to enter into the Revolving Credit Agreement, to induce the Lender to make the Revolving Loans to the Borrower thereunder, and intending to be legally bound, the Grantor hereby agrees with the Lender, as follows:

Section 1. Defined Terms. All uppercase terms used but not otherwise defined herein have the meanings given to them in the Pledge and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations (as defined in the Credit Agreement) of the Grantor, hereby pledges, assigns and grants to the Lender on behalf of and for the benefit of the Secured Parties, a security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor, whether now owned by or owing to, or hereafter acquired by or arising in favor of the Grantor (including under any trade name or derivations thereof), and whether owned or consigned by or to, or leased from or to, the Grantor, and regardless of where located (the “Trademark Collateral”):

(a) all of its Trademarks, including the U.S. Trademark registrations and U.S. Trademark applications referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark

(d) all licenses of the foregoing, whether as licensee or licensor; and

(e) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment

thereof. Notwithstanding the foregoing, there shall be no security interest or Lien on any Trademark application that is filed on an "intent-to-use" basis (until such time as a statement of use is filed with respect to such application and duly accepted by the United States Patent and Trademark Office).

Section 3. Purpose. This Trademark Security Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States patent and Trademark Office. The security interest granted pursuant to this Trademark Security Agreement is granted in connection with the security interests granted to the Lender pursuant to the Pledge and Security Agreement and is expressly subject to the terms and conditions thereof.

Section 4. Acknowledgement. The Grantor hereby acknowledges and agrees that the rights and remedies of the Lender and the obligations of the Grantor with respect to the Liens and security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and 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 conflicts with any provision of the Pledge and Security Agreement, the Pledge and Security Agreement shall govern.

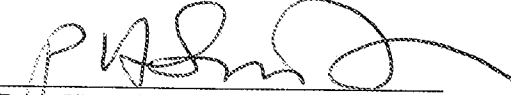
Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Miscellaneous. The terms and provisions of Sections 7.1, 7.7, 7.8, 7.10, 7.11, 7.13, 7.14, 7.15, 7.16, 7.17, 7.18, 7.19, and 7.20 of the Pledge and Security Agreement ("Waivers", "No Waiver; Amendments; Cumulative Remedies", "Limitation by Law; Severability of Provisions", "Benefit of Agreement", "Survival of Representations", "Headings", "Termination", "Entire Agreement", "Choice of Law", "Consent to Jurisdiction", "Waiver of Jury Trial", "Indemnity", and "Counterparts") are hereby incorporated herein by reference, and shall apply to this Trademark Security Agreement *mutatis mutandis* as if fully set forth herein. This Trademark Security Agreement shall constitute a "Loan Document" for all purposes of the Revolving Credit and the other Loan Documents.

[signatures begin on next page]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

VICTOR TECHNOLOGY, LLC, as Grantor

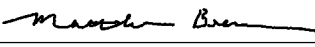
By 

Name: Peter H. Smith, Jr.

Title: Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT—VICTOR TECHNOLOGY, LLC]

JPMORGAN CHASE BANK, N.A., as Lender

By: 
Name: Matthew Brennan
Title: Authorized Officer



SCHEDULE 1

TO

TRADEMARK SECURITY AGREEMENT

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

TRADEMARK	APPLICATION No.	APPLICATION DATE	REGISTRATION No.	REGISTRATION DATE	LOAN PARTY
HAND-E-SACK	85075814	July 1, 2010	3919667	February 15, 2011	VICTOR TECHNOLOGY, LLC
LOCK-N-SACK	77512347	July 1, 2008	3575618	February 17, 2009	VICTOR TECHNOLOGY, LLC
O2TEACH	85372523	July 15, 2011	4266562	January 1, 2013	VICTOR TECHNOLOGY, LLC
O2TEACH AND DESIGN 	85372508	July 15, 2011	4220357	October 9, 2012	VICTOR TECHNOLOGY, LLC
ORGANIZE TO TEACH	85372487	July 15, 2011	4347293	June 4, 2013	VICTOR TECHNOLOGY, LLC
SEAT SACK	87465583	May 26, 2017	5378097	January 16, 2018	VICTOR TECHNOLOGY, LLC
STRAP-N-SACK	85372529	July 15, 2011	4138027	May 8, 2012	VICTOR TECHNOLOGY, LLC

<i>READ-N-GO</i>	97767178	January 25, 2023	PENDING	PENDING	VICTOR TECHNOLOGY, LLC
<i>READ-N-GO! AND DESIGN</i> 	85881352	March 20, 2013	4435651	November 19, 2013	VICTOR TECHNOLOGY, LLC
<i>TABLET TAKER</i>	87834181	March 14, 2018	5600300	November 6, 2018	VICTOR TECHNOLOGY, LLC
<i>THE ORIGINAL SEAT SACK COMPANY AND DESIGN</i> 	87834174	March 14, 2018	5626032	December 11, 2018	VICTOR TECHNOLOGY, LLC