

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM854497

| | |
|------------------------------|------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | RELEASE OF SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---------------|---|----------------|--|
| CIBC Bank USA | FORMERLY f/k/a The Private Bank and Trust Company | 11/17/2023 | National Banking Association: UNITED STATES |

RECEIVING PARTY DATA

| | |
|------------------------|----------------------------------|
| Name: | SUNNEN PRODUCTS COMPANY |
| Street Address: | 600 WASHINGTON AVENUE-SUITE 2500 |
| City: | SAINT LOUIS |
| State/Country: | MISSOURI |
| Postal Code: | 63101 |
| Entity Type: | Corporation: DELAWARE |

PROPERTY NUMBERS Total: 13

| Property Type | Number | Word Mark |
|----------------------|---------|----------------------|
| Registration Number: | 1747978 | SUNNEN |
| Registration Number: | 0871097 | SUNNEN |
| Registration Number: | 0580162 | SUNNEN |
| Registration Number: | 0515264 | SUNNEN |
| Registration Number: | 0678055 | SUNNEN |
| Registration Number: | 0552777 | SUNNEN HONALL |
| Registration Number: | 2299995 | SUNNEN BUSINESS PARK |
| Registration Number: | 2199563 | K20NM35 |
| Registration Number: | 2199564 | P28NM37 |
| Registration Number: | 1163327 | MB-30 |
| Registration Number: | 2359273 | GH |
| Registration Number: | 1776258 | KROSSGRINDING |
| Registration Number: | 1126665 | SINGLE STROKE HONING |

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: 3125641673

TRADEMARK

REEL: 008262 FRAME: 0748

Email: anna.milon@cibc.com
Correspondent Name: ANNA MILON
Address Line 1: 70 W. MADISON
Address Line 4: CHICAGO, ILLINOIS 60602

NAME OF SUBMITTER: Anna Milon

SIGNATURE: /Anna Milon/

DATE SIGNED: 11/17/2023

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Agreement"), is dated as of March 22, 2017, and is by SUNNEN PRODUCTS COMPANY, a Delaware corporation ("Grantor"), in favor of THE PRIVATEBANK AND TRUST COMPANY ("Lender").

RECITALS

A. Grantor, Sunco II, LLC, a Missouri limited liability company, and Lender have entered into a Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), pursuant to which Lender has agreed to make loans to Grantor and issue letters of credit on behalf of Grantor.

B. Pursuant to the Loan Agreement, Grantor is required to execute and deliver to Lender this Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender a security interest in substantially all the assets of Grantor, including all right, title and interest of Grantor in, to, and under all now owned and hereafter acquired trademarks, trademark applications and trademark licenses, and all products and proceeds thereof (other than any of the foregoing constituting Excluded Property), to secure the payment and performance of the Obligations.

AGREEMENT

In consideration of the mutual agreements set forth herein and in the Loan Agreement, Grantor does hereby grant to Lender, a continuing security interest and lien in all of Grantor's right, title and interest in, to, and under the following (collectively, the "Trademark Collateral"), whether presently existing or hereafter created or acquired (other than any of the following constituting Excluded Property) to secure the payment and performance of the Obligations:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 attached hereto and incorporated herein, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1, together with all goodwill associated therewith; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1.

Notwithstanding the foregoing, any trademark applications filed in the United States Patent and Trademark Office ("PTO") on the basis of any Grantor's intent to use such trademark shall be excluded from Trademark Collateral, unless and until a statement of use or amendment to allege use is filed in the PTO, whereupon such trademark shall automatically be deemed included in the Trademark Collateral.

This security interest and lien is granted in conjunction with the security interests and liens granted to Lender pursuant to the Loan Agreement and subject to limitations set forth therein. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interests and liens in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Loan Agreement. This Agreement is made under and shall be governed by the internal laws of the State of Illinois applicable to contracts made and to be performed entirely within such state, without regarding to conflict of laws principles thereunder.

{signature page immediately follows}

Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

SUNNEN PRODUCTS COMPANY,
a Delaware corporation

By: _____

Name: Robert A. Ludwig

Title: Vice President and Chief Financial Officer

Acknowledged:

THE PRIVATEBANK AND TRUST COMPANY

By: _____

Print Name: Nicholas C. DeVilder

Title: Managing Director

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT BY
SUNNEN PRODUCTS COMPANY

TRADEMARK
REEL: 008262 FRAME: 0752


Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

SUNNEN PRODUCTS COMPANY,
a Delaware corporation

By: _____
Name: Robert A. Ludwig
Title: Vice President and Chief Financial Officer

Acknowledged:

THE PRIVATEBANK AND TRUST COMPANY

By: 
Print Name: Nicholas C. DeVilder
Title: Managing Director





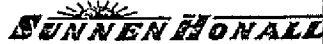

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT BY
SUNNEN PRODUCTS COMPANY

TRADEMARK
REEL: 008262 FRAME: 0753

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

Trademarks, Trademark Applications and Trademark Licenses

Registered Trademarks

| Mark | Registration# | Date | Country |
|---|---------------|------------|---------|
|  | 1,747,978 | 1/26/1993 | USA |
|  | 871,097 | 6/17/1969 | USA |
|  | 580,162 | 9/22/1953 | USA |
|  | 515,264 | 9/20/1949 | USA |
| SUNNEN | 678,055 | 5/5/1959 | USA |
|  | 552,777 | 1/1/1952 | USA |
| SUNNEN BUSINESS PARK | 2,299,995 | 12/14/1999 | USA |
| K20NM35 | 2,199,563 | 10/27/1998 | USA |
| P28NM37 | 2,199,564 | 10/27/1998 | USA |
| MB-30 | 1,163,327 | 8/4/1981 | USA |
|  | 2,359,273 | 6/20/2000 | USA |

| | | | |
|---------------------------------|-----------|------------|-----|
| KROSSGRINDING | 1,776,258 | 6/20/2000 | USA |
| SINGLE STROKE HONING | 1,126,665 | 11/13/1979 | USA |

Pending Trademark Applications

None

Trademark Licenses:

None



CIBC Bank USA
120 South LaSalle
Chicago, Illinois 60603
Tel: 312 564-2000

November 17, 2023

SUNNEN PRODUCTS COMPANY
SARA L. GEISEN
600 WASHINGTON AVENUE
SUITE 2500
SAINT LOUIS, MO 63101

RE: Release of Security Interest in Intellectual Property

Pursuant to the terms set forth in that certain Trademark Security Agreement dated as of March 22, 2017 and recorded with the USPTO in Reel 006017 Frame 0479 on March 22, 2017 by Sunnen Products Company in favor of CIBC Bank USA f/k/a The Private Bank and Trust Company for ("Bank"), the Bank hereby releases all security interests in the Trademarks as described in the attached Exhibit A.

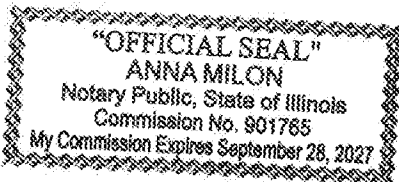
Thank you,

Lisette Alamo

Lisette Alamo
Associate Managing Director
CIBC BANK USA

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

This instrument was acknowledged before me this 17th day of November, 2023 on behalf of CIBC BANK.



Notary Public : *Anna Milon*
Commission Expires : 9-28-2027