

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM856210

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPW Industries Holding Corporation		11/22/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Apollo Administrative Agency, LLC, as Administrative Agent		
Street Address:	9 West 57th Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4818942	AXIOM PRECISION	
Registration Number:	4818944	AXIOM PRECISION	
Registration Number:	5754190	ICONIC	
Registration Number:	5891852	STRATUS	
Registration Number:	5835660	BUILD BETTER STUFF	
CORRESPONDENCE DATA			
Fax Number:			
<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:	8004945225		
Email:	ipteam@coagencyglobal.com		
Correspondent Name:	Stewart Walsh		
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:	2184680 TM H		
NAME OF SUBMITTER:	Karen S. Cottrell		
SIGNATURE:	/Karen S. Cottrell/		
DATE SIGNED:	11/27/2023		

OP \$140.00 4818942

Total Attachments: 5

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Notice of Grant of Security Interest in Intellectual Property

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of November 22, 2023 (this “Notice”), made by JPW INDUSTRIES HOLDING CORPORATION, a Delaware corporation (the “Grantor”), in favor of APOLLO ADMINISTRATIVE AGENCY, LLC, as agent for the Lenders (in such capacity, together with its successors and assigns, the “Administrative Agent”).

Reference is made to the Term Loan and Security Agreement, dated as of November 22, 2023 (as may be amended, modified, supplemented, renewed, restated or replaced from time to time, the “Credit Agreement”), by and among JPW INDUSTRIES HOLDING CORPORATION, a Delaware corporation (“Borrower”), each guarantor from time to time party thereto (collectively, the “Guarantors” and, together with the Borrower, collectively the “Loan Parties” and each a “Loan Party”), the financial institutions or other entities party thereto as lenders from time to time (collectively, the “Lenders” and each a “Lender”), and the Administrative Agent.. The parties hereto agree as follows:

SECTION 1. **Terms.** Capitalized terms used in this Notice and not otherwise defined herein have the meanings specified in the Credit Agreement. The rules of construction specified in Section 1.4 of the Credit Agreement also apply to this Notice.

SECTION 2. **Grant of Security Interest.** To secure the prompt payment and performance in full to the Administrative Agent and each Lender (and each other holder of any Obligations) of the Obligations, the Grantor hereby assigns, pledges and grants to the Administrative Agent (and its successors and assigns), for its benefit and for the ratable benefit of the other Secured Parties, a continuing security interest in and to and Lien on all of such Grantor’s right, title and interest in and to the following, whether now owned or existing or hereafter created, acquired or arising and wheresoever located (collectively, but excluding any Excluded Property, the “Trademark Collateral”):

- a. all Trademarks of the United States of America, including those listed on Schedule I;
- b. all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing;
- c. all rights in the foregoing corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;
- d. any and all claims for damages or injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

- e. any and all proceeds and products of the foregoing, in whatever form, and all supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing;

provided, however, that the foregoing pledge, assignment and grant of security interest will not cover any “intent-to-use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, unless and until an Amendment to Allege Use or a Statement of Use under Section 1(c) or 1(d) of the Lanham Act has been filed, to the extent, if any, that any assignment of an “intent-to-use” application prior to such filing would violate the Lanham Act.

SECTION 3. ***Credit 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 Credit Agreement. The Grantor hereby acknowledges and affirms that the grant of the security interest hereunder to, and the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Notice and the terms of the Credit Agreement, the terms of the Credit Agreement shall govern.

SECTION 4. ***Counterparts.*** This Notice 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 Notice by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.


SECTION 5. ***Governing Law.*** THIS NOTICE AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS NOTICE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS NOTICE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY PRINCIPLE OF CONFLICTS OF LAW THAT COULD REQUIRE THE APPLICATION OF ANY OTHER LAW.

[Signature Pages Follow]

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

JPW INDUSTRIES HOLDING
CORPORATION,

As Grantor

By: 
Name: Noah J. Leichtling
Title: VP, Secretary and General
Counsel

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

TRADEMARK
REEL: 008269 FRAME: 0443

**APOLLO ADMINISTRATIVE AGENCY,
LLC, as Administrative Agent**

By:



Name: Daniel M. Duval
Title: Vice President

Signature Page to Notice of Grant of Security Interest in Trademarks

Schedule I
to Notice of Grant of Security Interest in Trademarks

Trademarks Owned by JPW Industries Holding Corporation

<u>Trademark</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Registration No.</u>	<u>Reg. Date</u>
AXIOM PRECISION	86/272,326	05-May-2014	4,818,942	22-Sep-2015
AXIOM PRECISION	86/272,802	06-May-2014	4,818,944	22-Sep-2015
ICONIC	86/889,693	28-Jan-2016	5,754,190	21-May-2019
STRATUS	87/622,851	26-Sep-2017	5,891,852	22-Oct-2019
BUILD BETTER STUFF	87/866,181	06-Apr-2018	5,835,660	13-Aug-2019