

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM856207

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPW Industries Inc.		11/22/2023	Corporation: WASHINGTON
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: 50			
Property Type	Number	Word Mark	
Registration Number:	294181	SUPERCLAMP	
Registration Number:	533620	WILTON	
Registration Number:	644702	POWERMATIC	
Registration Number:	713132	JET	
Registration Number:	761312	SUPER-JUNIOR	
Registration Number:	834306	JET	
Registration Number:	864932	POWERMATIC	
Registration Number:	1164408	PERMA-PAD	
Registration Number:	1244225	HARGRAVE	
Registration Number:	1361447	JET	
Registration Number:	1347267	JET	
Registration Number:	1414715		
Registration Number:	1955746	COLUMBIAN	
Registration Number:	2020382	16-32	
Registration Number:	2069653	COLUMBIAN	
Registration Number:	2087770	ACCU-FENCE	
Registration Number:	2281185	XACTA	
Registration Number:	2703560		
Registration Number:	3429714	BAILEIGH INDUSTRIAL	

OP \$1265.00 294181

Property Type	Number	Word Mark
Registration Number:	2834320	WILTON
Registration Number:	2838438	COLUMBIAN
Registration Number:	2897072	WILTON
Registration Number:	2886324	
Registration Number:	2836648	THE GOLD STANDARD SINCE 1921
Registration Number:	3084434	JET
Registration Number:	3272294	GET BENT
Registration Number:	3627037	JET
Registration Number:	4176557	TURBOCONE
Registration Number:	4176558	VORTEX CONE
Registration Number:	4207144	B.A.S.H
Registration Number:	4590951	UNBREAKABLE
Registration Number:	4278037	JET RED ASSURANCE
Registration Number:	4278038	JET RED ASSURANCE
Registration Number:	4606124	HOLDING STRONG SINCE 1941
Registration Number:	4621849	ALL TERRAIN VISE
Registration Number:	4314032	BAILEIGH INDUSTRIAL
Registration Number:	4622231	VOLT
Registration Number:	4603248	ATV
Registration Number:	5438643	ENGINEERED FOR OVERTIME
Registration Number:	5438648	ENGINEERED FOR OVERTIME
Registration Number:	5204530	SANDSMART
Registration Number:	5300483	RMD
Registration Number:	5850465	RMD
Registration Number:	6056407	RMD RUSCH MACHINE & DESIGN, INC.
Registration Number:	5851677	RMD RUSCH MACHINE & DESIGN, INC.
Registration Number:	6624817	COLD FRONT
Registration Number:	6522365	TRADEMASTER
Registration Number:	7171271	BAILEIGH INDUSTRIAL
Serial Number:	97826161	E EDWARDS
Serial Number:	97826190	EDWARDS

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: 8004945225

Email: ipteam@cogencyglobal.com

Correspondent Name: Stewart Walsh

Address Line 1: 1025 Connecticut Ave NW, Suite 712

TRADEMARK

REEL: 008269 FRAME: 0467

Address Line 2: COGENCY GLOBAL Inc.
Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER: 2184680 TM I

NAME OF SUBMITTER: Karen S. Cottrell

SIGNATURE: /Karen S. Cottrell/

DATE SIGNED: 11/27/2023

Total Attachments: 6

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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 INC., a Washington 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.

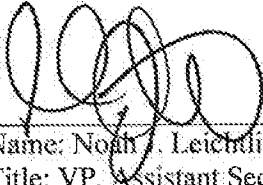
SECTION 5. *Governing Law.* THIS NOTICE AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS NOTICE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS NOTICE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED 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 INC.,

As Grantor

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

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

TRADEMARK
REEL: 008269 FRAME: 0471

**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 Inc.

Trademark	Application No.	Filing Date	Registration No.	Reg. Date
SUPERCLAMP	71/317,454	30-Jul-1931	294,181	24-May-1932
WILTON	71/567,298	20-Oct-1948	533,620	21-Nov-1950
POWERMATIC	72/015,222	6-Sep-1956	644,702	30-Apr-1957
JET	72/105,106	23-Sep-1960	713,132	28-Mar-1961
SUPER-JUNIOR	72/163,810	4-Mar-1963	761,312	10-Dec-1963
JET	72/250,259	14-Jul-1966	834,306	29-Aug-1967
POWERMATIC	72/268,312	4-Apr-1967	864,932	18-Feb-1969
PERMA-PAD	73/230,411	7-Sep-1979	1,164,408	11-Aug-1981
HARGRAVE	73/352,932	4-Mar-1982	1,244,225	5-Jul-1983
JET	73/515,800	31-Dec-1984	1,361,447	24-Sep-1985
JET	73/515,827	31-Dec-1984	1,347,267	9-Jul-1985
DESIGN ONLY	73/525,862	8-Mar-1985	1,414,715	28-Oct-1986
COLUMBIAN	74/549,037	14-Jul-1994	1,955,746	13-Feb-1996
16-32	74/699,532	7-Jul-1995	2,020,382	3-Dec-1996
COLUMBIAN	75/126,650	27-Jun-1996	2,069,653	10-Jun-1997
ACCU-FENCE	75/168,070	12-Sep-1996	2,087,770	12-Aug-1997
XACTA	75/507,798	24-Jun-1998	2,281,185	28-Sep-1999
DESIGN ONLY	76/112,893	21-Aug-2000	2,703,560	8-Apr-2003
BAILEIGH INDUSTRIAL	77/162,889	23-Apr-2007	3,429,714	20-May-2008
WILTON	78/164,471	16-Sep-2002	2,834,320	20-Apr-2004
COLUMBIAN	78/164,778	17-Sep-2002	2,838,438	4-May-2004
WILTON	78/164,986	17-Sep-2002	2,897,072	26-Oct-2004
DESIGN ONLY	78/222,455	6-Mar-2003	2,886,324	21-Sep-2004
THE GOLD STANDARD SINCE 1921	78/260,589	10-Jun-2003	2,836,648	27-Apr-2004
JET	78/353,135	16-Jan-2004	3,084,434	25-Apr-2006
GET BENT	78/927,026	11-Jul-2006	3,272,294	31-Jul-2007
JET	78/965,385	31-Aug-2006	3,627,037	26-May-2009
TURBOCONE	85/241,866	14-Feb-2011	4,176,557	17-Jul-2012
VORTEX CONE	85/241,876	14-Feb-2011	4,176,558	17-Jul-2012
B.A.S.H	85/327,040	23-May-2011	4,207,144	11-Sep-2012
UNBREAKABLE	85/327,107	23-May-2011	4,590,951	26-Aug-2014
JET RED ASSURANCE	85/340,262	7-Jun-2011	4,278,037	22-Jan-2013
JET RED ASSURANCE	85/340,283	7-Jun-2011	4,278,038	22-Jan-2013
HOLDING STRONG SINCE 1941	85/768,916	1-Nov-2012	4,606,124	16-Sep-2014
ALL TERRAIN VISE	85/868,722	6-Mar-2013	4,621,849	14-Oct-2014
BAILEIGH INDUSTRIAL	85/467,385	8-Nov-2011	4,314,032	2-Apr-2013
VOLT	86/026,887	2-Aug-2013	4,622,231	14-Oct-2014
ATV	86/125,808	21-Nov-2013	4,603,248	9-Sep-2014
ENGINEERED FOR OVERTIME	86/700,714	22-Jul-2015	5,438,643	3-Apr-2018

ENGINEERED FOR OVERTIME	86/707,289	28-Jul-2015	5,438,648	3-Apr-2018
SANDSMART	87/194,672	6-Oct-2016	5,204,530	16-May-2017
RMD	87/343,863	21-Feb-2017	5,300,483	3-Oct-2017
RMD	88/305,474	18-Feb-2019	5,850,465	3-Sep-2019
RMDRUSCH MACHINE & DESIGN, INC.	88/369,945	3-Apr-2019	6,056,407	19-May-2020
RMDRUSCH MACHINE & DESIGN, INC.	88/369,964	3-Apr-2019	5,851,677	3-Sep-2019
COLD FRONT	88/936,899	28-May-2020	6,624,817	25-Jan-2022
TRADEMASTER	90/347,994	30-Nov-2020	6,522,365	12-Oct-2021
BAILEIGH INDUSTRIAL	97/345,171	4-Apr-2022	7,171,271	19-Sep-2023
E EDWARDS	97/826,161	7-Mar-2023	--	--
EDWARDS	97/826,190	7-Mar-2023	--	--