

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM862343

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
HIGH BAR BRANDS OPERATING, LLC		12/19/2023	Limited Liability Company: DELAWARE
DIETER'S METAL FABRICATING LIMITED		12/19/2023	Corporation: CANADA

RECEIVING PARTY DATA

Name:	ANTARES CAPITAL LP, as Administrative Agent
Street Address:	500 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	Limited Partnership: DELAWARE

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	5098091	OUR REPUTATION IS STAINLESS!
Registration Number:	4367326	PANELITE
Registration Number:	3075235	DIETER'S
Registration Number:	3172822	D
Registration Number:	4421260	FAST FLAP
Registration Number:	3378589	LIQUIDPLATIUM
Registration Number:	3208139	MINIMIZER
Registration Number:	4374924	MINIMIZER
Registration Number:	4428166	TESTED AND TORTURED
Registration Number:	6012598	MINIMIZER
Registration Number:	0618937	PREMIER
Registration Number:	4766180	PREMIER EQUIPMENT
Registration Number:	0618938	HITCHMASTER
Registration Number:	2473774	SAF-TITE
Registration Number:	6629685	SAF-T-LATCH

CORRESPONDENCE DATA

TRADEMARK

REEL: 008293 FRAME: 0530

900822524

CH \$390.00 5098091

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: 212.940.6562
Email: joanne.arnold@katten.com
Correspondent Name: Joanne BL Arnold
Address Line 1: Katten
Address Line 2: 50 Rockefeller Plaza
Address Line 4: New York, NEW YORK 10020-1605

NAME OF SUBMITTER:	Joanne BL Arnold
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SIGNATURE:	/Joanne BL Arnold/
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DATE SIGNED:	12/19/2023
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”), dated as of December 19, 2023, is made by the Persons listed on the signature pages hereof (collectively, the “Grantors”) in favor of ANTARES CAPITAL LP, as administrative agent and collateral agent (“Agent”) for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement referred to therein.

WHEREAS, MINIMIZER INTERCO, LLC, a Delaware limited liability company (“Holdings”), HIGH BAR BRANDS OPERATING, LLC, a Delaware limited liability company (“Borrower”), Dieter’s Metal Fabricating Limited, a corporation amalgamated under the laws of the Province of Ontario (“Canadian Borrower”, together with the Borrower, the “Borrowers”), the other Credit Parties from time to time party thereto, Agent and each Lender from time to time party thereto have entered into that certain Credit Agreement, dated as of December 19, 2023 (the “Closing Date”) (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), pursuant to which the Lenders have severally agreed to make Loans, the L/C Issuers to issue Letters of Credit, the Secured Swap Providers to enter into Secured Rate Contracts and the Cash Management Banks to enter into agreements giving rise to Cash Management Obligations upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Grantors have entered into that certain Security Agreement, dated as of the Closing Date (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in order to induce the Lenders to make Loans, the L/C Issuers to issue Letters of Credit, the Secured Swap Providers to enter into Secured Rate Contracts and the Cash Management Banks to enter into agreements giving rise to Cash Management Obligations.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title or interest in, to and under any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “IP Collateral”): the registered Trademarks (as defined in the Security Agreement) and Trademarks including those for which applications are pending in the United States Patent and Trademark Office set forth in Schedule A hereto (excluding any United States “intent-to-use” trademark application prior to the filing and acceptance of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant, attachment or enforcement of a Security Interest hereunder would impair the validity or enforceability of such intent-to-use trademark application or any registration issuing therefrom under applicable federal law).

SECTION 2. Security for Obligations. The grant of a security interest in the IP Collateral by each Grantor under this Trademark Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect,

absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Trademark Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Credit Party.

SECTION 3. Recordation. This Trademark Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks record this Trademark Security Agreement.

SECTION 4. Execution in Counterparts. This Trademark Security Agreement may be executed in counterparts, each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Trademark Security Agreement by facsimile transmission or other electronic communication (including “.pdf” or “.tif” files) shall be as effective as delivery of a manually signed counterpart of this Trademark Security Agreement. The words “execution,” “signed,” “signature” and words of like import in this Trademark Security Agreement relating to the execution and delivery of this Trademark Security Agreement shall be deemed to include electronic signatures, which shall be of the same legal effect, validity or enforceability as a manually executed signature to the extent and as provided in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

SECTION 5. Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, Agent with respect to the IP Collateral are more fully set forth in the Security 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 Trademark Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

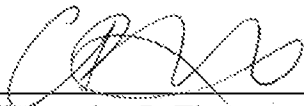
SECTION 6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 7. Severability. The illegality or unenforceability of any provision of this Trademark Security Agreement or any instrument or agreement required hereunder shall not in any way affect or impair the legality or enforceability of the remaining provisions of this Trademark Security Agreement or any instrument or agreement required hereunder. This Trademark Security Agreement constitutes a “Loan Document” under and as defined in the Credit Agreement and is subject to the terms and provisions therein regarding Loan Documents.

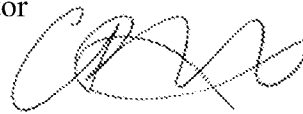
[Signature Pages Follow]

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

HIGH BAR BRANDS OPERATING, LLC, as a Grantor

By: 
Name: Christopher P. Thorpe
Title: President and Chief Executive Officer

DIETER'S METAL FABRICATING LIMITED, as a Grantor

By: 
Name: Christopher P. Thorpe
Title: Chief Executive Officer

ANTARES CAPITAL LP, as Administrative
Agent

Joshua Becker





By: _____

Name: Joshua Becker

Title: Duly Authorized Signatory

SCHEDULE A

United States Trademark Registrations and Trademark Applications

Registered Owner/ Grantor	Trademark	Registration No. or Application No.	Registration Date or Application Date
Dieter's Metal Fabricating Limited	OUR REPUTATION IS STAINLESS!	5098091	12/13/2016
Dieter's Metal Fabricating Limited		4367326	7/16/2013
Dieter's Metal Fabricating Limited	DIETER'S	3075235	4/4/2006
Dieter's Metal Fabricating Limited		3172822	11/21/2006
High Bar Brands Operating, LLC	FAST FLAP	4421260	10/22/2013
High Bar Brands Operating, LLC	LIQUIDPLATIUM	3378589	2/5/2008
High Bar Brands Operating, LLC	MINIMIZER	3208139	2/13/2007
High Bar Brands Operating, LLC		4374924	7/30/2013
High Bar Brands Operating, LLC	TESTED AND TORTURED	4428166	11/5/2013
High Bar Brands Operating, LLC		6012598	3/17/2020
High Bar Brands Operating, LLC	PREMIER	0618937	1/10/1956
High Bar Brands Operating, LLC	PREMIER EQUIPMENT	4766180	6/30/2015
High Bar Brands Operating, LLC	HITCHMASTER	0618938	1/10/1956
High Bar Brands Operating, LLC	SAF-TITE	2473774	7/31/2001
High Bar Brands Operating, LLC	SAF-T-LATCH	6629685	1/25/2022