

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM871169

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
USA Industries, LLC		01/25/2024	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	Concentric Partners I, LP		
Street Address:	900 Ridgefield Drive, Suite 270		
City:	Raleigh		
State/Country:	NORTH CAROLINA		
Postal Code:	27609		
Entity Type:	Limited Partnership: NORTH CAROLINA		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	4958649	USA INDUSTRIES SINCE 1982	
Registration Number:	4954139	USA INDUSTRIES	
Registration Number:	3126613	SNAP IT	
Registration Number:	3798955	EZ TORQUE	
Registration Number:	4220212	EZ PURGE	
Registration Number:	4220211	EZ VENT	
Registration Number:	4930727	EZ VENT-PURGE	
Registration Number:	4944325	EZ LOCK BLIND RACK	
Registration Number:	5364931	GRIPSAFE	
Registration Number:	6259105	GRIPSAFE	
Registration Number:	6540338	TRI-PLY	
Registration Number:	6540339	GRITLOCK	
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:	919-838-2048		
Email:	anliles@smithlaw.com		
Correspondent Name:	Allison Liles		

CH \$315.00 4958649

Address Line 1: 150 Fayetteville Street, Suite 2300
Address Line 4: Raleigh, NORTH CAROLINA 27601

NAME OF SUBMITTER: Allison Liles

SIGNATURE: /s/ Allison Liles

DATE SIGNED: 01/25/2024

Total Attachments: 6

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This Trademark Security Agreement and the indebtedness and liens evidenced hereby are subordinate, in the manner and to the extent set forth in that certain Subordination and Intercreditor Agreement (as amended, restated or otherwise modified from time to time, the “**Subordination Agreement**”) dated as of January 25, 2024, among Concentric Partners I, LP and Sunflower Bank, N.A., and acknowledged by USA Industries, LLC, a Texas limited liability company (the “**Borrower**”), USA Industries Buyer Corp., a Delaware corporation (“**Parent**”), and each of the Subsidiaries of Borrower to the Senior Indebtedness (as defined in such Subordination Agreement); and each holder of this Trademark Security Agreement, by its acceptance hereof, shall be bound by the provisions of the Subordination Agreement.

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of January 25, 2024, is by USA INDUSTRIES, LLC, a Texas limited liability company (the “Grantor”), in favor of CONCENTRIC PARTNERS I, LP (“Concentric” or “Purchaser Representative”), as Purchaser Representative, for the Secured Parties (as defined in the Security Agreement (as defined below)).

WHEREAS, pursuant to the terms of the Security Agreement dated of even date herewith (as said Agreement may be amended and in effect from time to time, the “Security Agreement”; terms used herein but not defined herein shall have the meanings given to them in the Security Agreement), among Grantor, each other signatory party thereto, and Concentric, as Purchaser Representative for its benefit and the benefit of each of the other Secured Parties, Grantor has granted to Purchaser Representative for its benefit and the benefit of the Secured Parties 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 registrations, trademark applications and Trademark Licenses, together with the goodwill of the business symbolized by Grantor's trademarks, and all proceeds thereof, to secure the payment of all Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Purchaser Representative for its benefit and the benefit of the Secured Parties a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “Trademark Collateral”), whether presently existing or hereafter created or acquired:

- (1) all of its Trademarks, including, without limitation, those set forth in Schedule 1;
- (2) all renewals and extensions of the foregoing;
- (3) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (4) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present, and future infringement, misappropriation, dilution, violation or impairment thereof.

This security interest is granted in conjunction with the security interests granted to Purchaser Representative for its benefit and the benefit of the Secured Parties pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Purchaser Representative and Secured Parties with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This Trademark Security Agreement shall be governed by and construed in accordance with the internal laws (and not the law of conflicts) of the State of Texas.

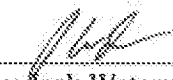
[Signatures On Following Page]

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

Acknowledged:

GRANTOR:

USA INDUSTRIES, L.L.C.
a Texas limited liability company

By: 
Name: Jack Waterstreet
Title: Vice President

PURCHASER REPRESENTATIVE:

CONCENTRIC PARTNERS I, LP

By: Concentric Partners I GP, LLC
Its: General Partner

By: *Mat Y*
Name: Matthew A. Young
Title: Manager

Schedule 1
to Trademark
Security Agreement

TRADEMARKS

TRADEMARK REGISTRATIONS

Debtor	Nature of Debtor's Interest (e.g. owner, licensee)	Registered Trademark	Registration No.	Date Registered	Country of Registration
USA Industries, LLC	Owner	USA INDUSTRIES, INC. SINCE 1982 	4958649	5/10/2016	United States
USA Industries, LLC	Owner	USA INDUSTRIES, INC. 	4954139	5/17/2016	United States
USA Industries, LLC	Owner	Snap It	3126613	8/8/2006	United States
USA Industries, LLC	Owner	EZ TORQUE	3798955	6/8/2010	United States
USA Industries, LLC	Owner	EZ Purge	4220212	10/9/2012	United States
USA Industries, LLC	Owner	EZ Vent	4220211	10/9/2012	United States

Debtor	Nature of Debtor's Interest (e.g. owner, licensee)	Registered Trademark	Registration No.	Date Registered	Country of Registration
USA Industries, LLC	Owner	EZ Vent-Purge Blind	4930727	4/5/2016	United States
USA Industries, LLC	Owner	EZ Lock Blind Rack	4944325	4/26/2016	United States
USA Industries, LLC	Owner	GripSafe	5364931	12/26/2017	United States
USA Industries, LLC	Owner	GRIPSAFE	6259105	2/2/2021	United States
USA Industries, LLC	Owner	TRI-PLY	6540338	10/26/2021	United States
USA Industries, LLC	Owner	GRITLOCK	6540339	10/26/2021	United States

TRADEMARK APPLICATIONS

None.