

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM873377

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement (First Lien)		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ward Manufacturing, LLC		02/01/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Collateral Agent		
Street Address:	10 South Dearborn		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603-2300		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	1286830	WARDLOX	
Registration Number:	1619408	TEELOX	
Registration Number:	1596068	WARD	
Registration Number:	1693976	WARDFLEX	
Registration Number:	4998997	WARD MFG	
Registration Number:	5120456	WARDFLEXMAX	
Registration Number:	5752198	WARDFLEX UG	
Registration Number:	3163991	STEPSAVER	
Registration Number:	4989340	WARD	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	800-713-0755		
Email:	Michael.Violet@wolterskluwer.com		
Correspondent Name:	CT Corporation		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		

OP \$240.00 1286830

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER: Doris Ka

SIGNATURE: /Doris Ka/

DATE SIGNED: 02/02/2024

Total Attachments: 6

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Ward Manufacturing, LLC

- Individual(s) Association
- Partnership Limited Partnership
- Corporation- State: _____
- Other Limited Liability Company - Delaware

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) February 1, 2024

- Assignment Merger
- Security Agreement Change of Name
- Other Security Agreement (First Lien)

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: JPMorgan Chase Bank, N.A., as Collateral Agent

Street Address: 10 South Dearborn

City: Chicago

State: IL

Country: USA Zip: 60603-2300

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other Bank Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

B. Trademark Registration No.(s) _____

see attached Schedule I

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Doris Ka - Senior Paralegal (Intellectual Property)

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 32 Old Slip

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3569

Docket Number: Project Connect.ASC.Tailwind (57320.2394 1L)

Email Address: dka@cahill.com

6. Total number of applications and registrations involved:

9

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Doris Ka

Signature

February 1, 2024

Date

Doris Ka

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

FIRST LIEN TRADEMARK SECURITY AGREEMENT SUPPLEMENT

This FIRST LIEN TRADEMARK SECURITY AGREEMENT SUPPLEMENT is entered into as of February 1, 2024, this “Trademark Security Agreement Supplement”), among Ward Manufacturing, LLC, a Delaware limited liability company (the “Grantor”) and JPMorgan Chase Bank, N.A. (“JPM”), as collateral agent (in such capacity, the “Collateral Agent”) for the Secured Parties.

Reference is made to that certain First Lien Pledge and Security Agreement, dated as of May 28, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “Security Agreement”), among the Loan Parties party thereto and the Collateral Agent. The First Lien Lenders (as defined below) have extended credit to Tailwind Smith Cooper Intermediate Corporation, a Delaware corporation (the “Borrower”) subject to the terms and conditions set forth in that certain First Lien Credit Agreement dated as of May 28, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect on the date hereof, the “First Lien Credit Agreement”), by and among the Borrower, Tailwind Smith Cooper Intermediate Holding Corporation, a Delaware corporation (“Holdings”), the Lenders from time to time party thereto (collectively, the “First Lien Lenders”) and JPM, in its capacities as administrative agent for the First Lien Lenders and collateral agent for the Secured Parties. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the First Lien Credit Agreement, the Grantors party thereto and the Collateral Agent have entered into that certain First Lien Trademark Security Agreement, dated as of May 28, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “Trademark Security Agreement”). Under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent for the benefit of the Secured Parties as security interest in the Additional Trademark Collateral (as defined below) and has agreed, consistent with the requirements of Section 4.03(c) of the Security Agreement, to execute this Trademark Security Agreement Supplement. Now, therefore, the parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Trademark Security Agreement Supplement and not otherwise defined herein have the meanings specified in the Security Agreement.

SECTION 2. *Grant of Security Interest.* As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Collateral Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of the Grantor and regardless of where located (collectively, the “Additional Trademark Collateral”):

- A. the Trademark registrations and applications in the United States Patent and Trademark Office listed on Schedule I hereto;
- B. all goodwill associated with or symbolized by the foregoing;
- C. the right to sue third parties for past, present and future infringements, dilutions or violations of the foregoing; and
- D. all proceeds of and rights associated with the foregoing;

in each case to the extent the foregoing items constitute Collateral.

Notwithstanding anything to the contrary in (A) through (D) above, this Trademark Security Agreement Supplement shall not constitute a grant of a security interest in any Excluded Assets, including any “intent-to-use” Trademark applications prior to the filing and acceptance of a “Statement of Use” pursuant to

Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto.

SECTION 3. *Security Agreement.* The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Additional Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement Supplement and the Security Agreement, the terms of the US Security Agreement shall govern.

SECTION 4. *Governing Law.* This Trademark Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

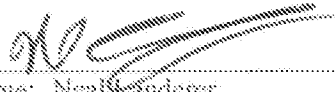
[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement Supplement as of the day and year first above written.

WARD MANUFACTURING, LLC
as Grantor



By: 
Name: Amy Campbell
Title: Chief Financial Officer

JPMORGAN CHASE BANK, N.A.,
as Collateral Agent

By: 
Name: Neal Sanders
Title: Authorized Signer

SCHEDULE I

TRADEMARKS

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK
Ward Manufacturing, LLC	1,286,830	WARDLOX
Ward Manufacturing, LLC	1,619,408	TEELOX
Ward Manufacturing, LLC	1,596,068	WARD
Ward Manufacturing, LLC	1,693,976	WARDFLEX
Ward Manufacturing, LLC	4,998,997	WARD MFG + Design 
Ward Manufacturing, LLC	5,120,456	WARDFLEXMAX + Design 
Ward Manufacturing, LLC	5,752,198	WARDFLEX UG
Ward Manufacturing, LLC	3,163,991	STEPSAVER
Ward Manufacturing, LLC	4,989,340	WARD

TRADEMARK APPLICATIONS

None.