

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM873380

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Security Agreement (Second Lien)
<b>SEQUENCE:</b>	3

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Ward Manufacturing, LLC		02/01/2024	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Jefferies Finance LLC, as Collateral Agent
<b>Street Address:</b>	520 Madison Avenue
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10022
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## 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

*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: 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

<b>Address Line 4:</b>	Columbus, OHIO 43219
<b>NAME OF SUBMITTER:</b>	Doris Ka
<b>SIGNATURE:</b>	/Doris Ka/
<b>DATE SIGNED:</b>	02/02/2024
<b>Total Attachments: 6</b> source=c12. Tailwind - Trademark Security Agreement Supplement 2L#page1.tif source=c12. Tailwind - Trademark Security Agreement Supplement 2L#page2.tif source=c12. Tailwind - Trademark Security Agreement Supplement 2L#page3.tif source=c12. Tailwind - Trademark Security Agreement Supplement 2L#page4.tif source=c12. Tailwind - Trademark Security Agreement Supplement 2L#page5.tif source=c12. Tailwind - Trademark Security Agreement Supplement 2L#page6.tif	

SECOND LIEN TRADEMARK SECURITY AGREEMENT SUPPLEMENT

This SECOND 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 Jefferies Finance LLC (“**Jefferies**”), as collateral agent (in such capacity, the “**Collateral Agent**”) for the Secured Parties.

Reference is made to that certain Second 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 Second 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 Second 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 “**Second 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 “**Second Lien Lenders**”) and Jefferies, in its capacities as administrative agent for the Second Lien Lenders and collateral agent for the Secured Parties. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Second Lien Credit Agreement, the Grantors party thereto and the Collateral Agent have entered into that certain Second 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 the Grantor and regardless of where located (collectively, the “**Additional Trademark Collateral**”):

the Trademark registrations and applications in the United States Patent and Trademark Office listed on Schedule I hereto;

all goodwill associated with or symbolized by the foregoing;

the right to sue third parties for past, present and future infringements, dilutions or violations of the foregoing; and

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.

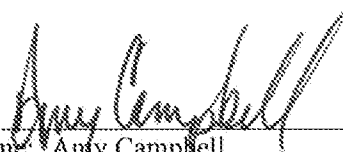
SECTION 3. *Security Agreement.* The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and 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: Andy Campbell  
Title: Chief Financial Officer

JEFFERIES FINANCE LLC,  
as Collateral Agent

By: Peter Cucchiara

Name: Peter Cucchiara



Title: Managing Director

*[Signature Page to Second Lien Trademark Security Agreement Supplement]*

**TRADEMARK**  
**REEL: 008336 FRAME: 0202**

**SCHEDULE I**

**TRADEMARKS**

<b>REGISTERED OWNER</b>	<b>REGISTRATION NUMBER</b>	<b>TRADEMARK</b>
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.