

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI1003

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GNAP, LLC		02/02/2024	Limited Liability Company: INDIANA
RECEIVING PARTY DATA			
Company Name:	Antares Capital LP, as Administrative Agent		
Street Address:	500 W. Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	5846970	ROCK RIDGE ABRASIVES	
Registration Number:	5986394	ROCKRIDGE	
Registration Number:	5986395		
Registration Number:	6009596	ROCKRIDGE	
Registration Number:	2218343	DIA-TOOL	
Registration Number:	2876683	DIACOOOL	
Registration Number:	2206713	METAL MASTER	
CORRESPONDENCE DATA			
Fax Number:	3129939767		
<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:	3129932622		
Email:	gayle.grocke@lw.com		
Correspondent Name:	Gayle Grocke		
Address Line 1:	330 N. Wabash Avenue		
Address Line 2:	Suite 2800		
Address Line 4:	Chicago, ILLINOIS 60611-3695		
NAME OF SUBMITTER:	Gayle Grocke		
SIGNATURE:	Gayle Grocke		

CH \$190.00.00 5846970

DATE SIGNED:	02/05/2024
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of February 2, 2024 (this “**Trademark Security Agreement**”), by GNAP, LLC, an Indiana limited liability company (the “**Grantor**”), in favor of ANTARES CAPITAL LP, in its capacity as administrative agent and collateral agent pursuant to the Credit Agreement (as defined in the Security Agreement, defined below) (in such capacity, the “**Administrative Agent**”).

WITNESSETH:

WHEREAS, the Grantor is party to a Security Agreement, dated as of February 2, 2024 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), in favor of the Administrative Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the respective meaning given to them in the Security Agreement and the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby assigns and pledges to the Administrative Agent, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent for the benefit of the Secured Parties a continuing security interest in all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of the Grantor: (a) the Trademarks of the Grantor listed on Schedule I attached hereto, (b) all goodwill connected with the use of and symbolized thereby, (c) all income, fees, royalties, damages, claims and payments now and hereafter due and/or payable thereunder or with respect thereto including damages and payments for past, present or future breach or violations thereof, (d) all rights to sue for past, present and future infringements, dilutions or other violations thereof, and (e) all other rights, priorities, and privileges accruing thereunder or pertaining thereto.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms of which are incorporated herein by reference. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Administrative Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable

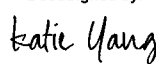
form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery by telecopier, .pdf or other electronic imaging means of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement.

SECTION 6. Governing Law. The terms of Sections 10.15 and 10.16 of the Credit Agreement with respect to governing law, submission of jurisdiction, venue and waiver of jury trial are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

[Signature pages follow]

GNAP, LLC, as the Grantor

DocuSigned by:
By: 
Name: Katie Yang
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 008336 FRAME: 0641

ANTARES CAPITAL LP, as the Administrative Agent



By:  _____

Name: Kevin Mihelic

Title: Duly Authorized Signatory

Schedule I
Trademark Registrations and Use Applications

Registrations and Applications:

Owner	Mark/Name	Application No. / Registration No.
GNAP, LLC	Rock Ridge Abrasives	88138627 / 5846970
GNAP, LLC	ROCKRIDGE	88454874 / 5986394
GNAP, LLC		88454893 / 5986395
GNAP, LLC	ROCKRIDGE and Design 	88454907 / 6009596
GNAP, LLC	DIA-TOOL	75315348 / 2218343
GNAP, LLC	DIACOOOL	76536507 / 2876683
GNAP, LLC	METAL MASTER	75309783 / 2206713