

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI157840

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CONSTRUCTION FORMS, INC.		04/10/2024	Corporation: WISCONSIN
TRICON WEAR SOLUTIONS LLC		04/10/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Company Name:	BMO BANK N.A., as Collateral Agent		
Street Address:	320 S. Canal St., 16th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	1954922	CF	
Registration Number:	4562782	CON FORMS	
Registration Number:	978006	TRI-BRAZE	
Registration Number:	978005	TRICON	
Registration Number:	1506789	TRICON SUPER C	
Registration Number:	1451766	TRICON SUPER X	
Registration Number:	978002	TRILOY	
CORRESPONDENCE DATA			
Fax Number:	6173417701		
<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:	16173417721		
Email:	michelle.bramwell@morganlewis.com		
Correspondent Name:	Michelle Bramwell		
Address Line 1:	One Federal Street		
Address Line 2:	c/o Morgan, Lewis & Bockius LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		

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NAME OF SUBMITTER:	Michelle Bramwell
SIGNATURE:	Michelle Bramwell
DATE SIGNED:	04/10/2024
Total Attachments: 5 source=BMO - ConForms - Trademark Security Agreement Executed (002)#page1.tif source=BMO - ConForms - Trademark Security Agreement Executed (002)#page2.tif source=BMO - ConForms - Trademark Security Agreement Executed (002)#page3.tif source=BMO - ConForms - Trademark Security Agreement Executed (002)#page4.tif source=BMO - ConForms - Trademark Security Agreement Executed (002)#page5.tif	

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of April 10, 2024 (as amended, restated, supplemented or otherwise modified from time to time, this “**Trademark Security Agreement**”), is made by CONSTRUCTION FORMS, INC., a Wisconsin corporation (“**Construction Forms**”) and TRICON WEAR SOLUTIONS LLC, a Delaware limited liability company (“**Tricon**”, together with Construction Forms, collectively, the “**Grantor**”) in favor of BMO BANK N.A., as Administrative Agent and Collateral Agent for the Secured Parties (in such capacities and together with its successors and permitted assigns, the “**Collateral Agent**”).

WHEREAS, Grantor is party to that certain Security Agreement dated as of April 10, 2024 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among Grantor, the other grantors party thereto, and the Collateral Agent pursuant to which Grantor granted a security interest to the Collateral Agent in the Trademark Collateral (as defined below) and is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. GRANT OF SECURITY INTEREST

Grantor, as security for the payment and performance in full of the Secured Obligations of Grantor (including, if Grantor is a Guarantor, the Secured Obligations of Grantor arising under the Guaranty), hereby grants and pledges to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title and interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by Grantor or in which Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

- (i) all Trademarks, including those listed on Schedule A hereto, all extensions or renewals thereof, and all goodwill connected with the use thereof and symbolized thereby, and
- (ii) all income, 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 infringements, dilutions or violations thereof, and all rights to sue or otherwise recover for infringements, dilutions or other violations thereof;

provided that the Trademark Collateral shall not include any Excluded Assets.

SECTION 2.1. CERTAIN LIMITED EXCLUSIONS.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2 hereof attach to any “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 of a security interest therein would impair the validity or enforceability of, or void, such "intent-to-use" trademark application, or any registration that may issue therefrom, under applicable federal law.

SECTION 3. SECURITY AGREEMENT

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Security Agreement, and Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent 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. 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. RECORDATION

Grantor hereby authorizes and requests that the USPTO record this Trademark Security Agreement.

SECTION 5. TERMINATION

This Trademark Security Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released upon the payment in full in cash and performance of the Secured Obligations in accordance with the Loan Documents and the termination of all Commitments. Upon the termination of this Trademark Security Agreement, the Collateral Agent shall execute all documents, make all filings, and take all other actions reasonably requested by Grantor, and at Grantor's sole cost and expense, to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein.

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. COUNTERPARTS

This Trademark Security Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.


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

CONSTRUCTION FORMS, INC.


By:  _____
Name: Strother Scott
Title: Vice President and Secretary

TRICON WEAR SOLUTIONS LLC

By:  _____
Name: Strother Scott
Title: Vice President and Secretary


ACCEPTED AND ACKNOWLEDGED BY:

BMO BANK N.A.

By: 
Name: Terrence McKenna
Title: Director

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

Grantor	Mark	Registration No.	Registration Date
Construction Forms, Inc.	CF	1,954,922	03/20/1995
Construction Forms, Inc.	CON FORMS	4,562,782	08/28/2013
Tricon Wear Solutions LLC	TRI-BRAZE	978,006	02/05/1974
Tricon Wear Solutions LLC		978,005	02/05/1974
Tricon Wear Solutions LLC	TRICON SUPER C	1,506,789	10/04/1988
Tricon Wear Solutions LLC	TRICON SUPER X	1,451,766	08/11/1987
Tricon Wear Solutions LLC	TRILOY	978,002	02/05/1974

TRADEMARK APPLICATIONS

None