

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM414978

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cecil I. Walker Machinery Co.		01/31/2017	Corporation: WEST VIRGINIA
RECEIVING PARTY DATA			
Name:	Caterpillar Financial Services Corporation		
Street Address:	2120 West End Avenue		
City:	Nashville		
State/Country:	TENNESSEE		
Postal Code:	37203		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1091083	FLEX-O-SKIPS	
Registration Number:	5052961	WALKER	
CORRESPONDENCE DATA			
Fax Number:	404-522-84		
<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:	404-420-5527		
Email:	rjk@phrd.com		
Correspondent Name:	Rhonda J. Kenyeri, Paralegal		
Address Line 1:	303 Peachtree Street, Suite 3600		
Address Line 4:	Atlanta, GEORGIA 30308		
NAME OF SUBMITTER:	Bobbi Accord Noland		
SIGNATURE:	/ban/		
DATE SIGNED:	02/06/2017		
Total Attachments: 4			
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**CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Confirmatory Grant") is made effective as of January 21, 2017, by and from CECIL I. WALKER MACHINERY CO., a West Virginia corporation ("Grantor") to and in favor of CATERPILLAR FINANCIAL SERVICES CORPORATION, a Delaware corporation ("Grantee"), individually and as agent for DCAT, LLC, a Delaware limited liability company ("DCAT").

WHEREAS, Grantor, Whayne Supply Company, a Kentucky corporation ("Whayne"), and Grantee have entered into an Amended, Restated and Consolidated Loan Agreement dated January 17, 2017 (as may be amended, restated, supplemented or otherwise modified from time to time, the "CFSC Loan Agreement").

WHEREAS, Grantor, Whayne, Walker Realty Co., a West Virginia corporation ("Realty"), as guarantor, and DCAT have entered into a Loan Agreement, together with Addendum I thereto, dated January 17, 2017 (as may be amended, restated, supplemented or otherwise modified from time to time, the "DCAT Loan Agreement"; together with the CFSC Loan Agreement, the "Loan Agreements").

WHEREAS, Grantor, Grantee, Whayne and Realty, have entered into an Amended, Restated and Consolidated Security Agreement dated January 17, 2017 (as may be amended, restated, supplemented or otherwise modified from time to time, the "CFSC Security Agreement").

WHEREAS, Grantor, Whayne, Realty and Grantee, as agent for the benefit of DCAT, have entered into a Security Agreement dated January 17, 2017 (as may be amended, restated, supplemented or otherwise modified from time to time, the "DCAT Security Agreement"; together with the CFSC Security Agreement, the "Security Agreements").

WHEREAS, Grantor owns the trademarks listed on Exhibit A attached hereto (the "Trademarks"), which Trademarks are pending or registered with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interests granted under the Security Agreements to Grantee, for itself and as agent for DCAT. The rights and remedies of Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreements and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with any Security Agreements, the provisions of such Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the CFSC Loan Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of (A) (i) all the Obligations and (ii) all of the obligations and liabilities of the Obligor under

the CFSC Loan Agreement and other Loan Documents and (B) (i) all the Obligations under (and as defined in) the DCAT Loan Agreement and (ii) all of the obligations and liabilities of the Obligors under (and as defined in) the DCAT Loan Agreement and other Loan Documents (as defined in the DCAT Loan Agreement). Upon the payment in full of all Obligations and all Obligations under (and as defined in) the DCAT Loan Agreement, Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to Grantor all reasonably requested instruments in writing releasing the security interest in the Trademarks acquired under the Security Agreements and this Confirmatory Grant.

(b) The CFSC Loan Agreement amends and restates, among other things, that certain Term Loan Agreement dated March 31, 2010 (as heretofore amended, restated, supplemented or otherwise modified from time to time, the "Existing CFSC Loan Agreement"), among Grantor and Grantee. In connection with the Existing CFSC Loan Agreement, Grantor granted to Grantee a security interest in the Trademarks and certain related property as set forth in that certain Confirmatory Grant of Security Interest In United States Trademarks dated as of March 31, 2010, by Grantor in favor of Grantee and recorded with the United States Patent and Trademark Office on April 8, 2010, at Reel 4182, Frame 164 (the "Existing Confirmatory Grant").

(c) Grantor hereby acknowledges that the security interests granted in connection with the Existing Confirmatory Grant continue in full force and effect for the benefit of Grantor and DCAT in accordance with the Loan Agreements. In addition to the security interests granted in connection with the Existing Confirmatory Grant, Grantor hereby grants to Grantee, for itself and for the benefit of DCAT, a security interest in (1) all of Grantor's right, title and interest in and to the Trademarks now owned or from time to time after the date hereof owned or acquired by Grantor, together with (2) all proceeds of such Trademarks, (3) the goodwill associated with such Trademarks and (4) all causes of action arising prior to or after the date hereof for infringement of such Trademarks or unfair competition regarding the same.

3) Counterparts. This Confirmatory Grant may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

4) Governing Law. This Confirmatory Grant and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the internal laws (without regard to the conflict of laws provisions) of the State of Tennessee.

IN WITNESS WHEREOF, Grantor has executed this Confirmatory Grant effective as of the date first written above.

CECIL I. WALKER MACHINERY CO.

By: 
Name: Joseph A. Yoerg
Title: Chief Financial Officer

STATE OF Kentucky)
Jefferson COUNTY)


On January 31, 2017, before me, Beverly J. Kear, Notary Public, personally appeared Joseph A. Yoerg, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

(SEAL)


Notary Public, State of Kentucky
My Commission Expires: 9/14/17

CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

Exhibit A - SCHEDULE OF TRADEMARKS

Grantor	Trademark	Trademark Registration No.	Filing Date
Cecil I. Walker Machinery Co.	Flex-O-Skips	1091083	September 29, 1977
Cecil I. Walker Machinery Co.	Walker (Stylized) 	5052961	October 29, 2015