TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM444183

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JPW Industries Inc.		09/22/2017	Corporation: WASHINGTON

RECEIVING PARTY DATA

Name:	Wilmington Trust, National Association
Street Address:	50 SOUTH SIXTH STREET, SUITE 1290
City:	MINNEAPOLIS
State/Country:	MINNESOTA
Postal Code:	55402
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 46

Property Type	Number	Word Mark
Registration Number:	2087770	ACCU-FENCE
Registration Number:	4621849	ALL TERRAIN VISE
Registration Number:	4603248	ATV
Registration Number:	4207144	B.A.S.H
Registration Number:	2069653	COLUMBIAN
Registration Number:	2838438	COLUMBIAN
Registration Number:	1955746	COLUMBIAN
Registration Number:	505397	HARGRAVE
Registration Number:	1244225	HARGRAVE
Registration Number:	4606124	HOLDING STRONG SINCE 1941
Registration Number:	1347267	JET
Registration Number:	1361447	JET
Registration Number:	3084434	JET
Registration Number:	834306	JET
Registration Number:	713132	JET
Registration Number:	3627037	JET
Registration Number:	4278038	JET RED ASSURANCE
Registration Number:	4278037	JET RED ASSURANCE
Registration Number:	1414715	

OP $1165.00 2087770

Property Type	Number	Word Mark
Registration Number:	2703560	
Registration Number:	2886324	
Registration Number:	1164408	PERMA-PAD
Registration Number:	1505597	POLISHMASTER
Registration Number:	644702	POWERMATIC
Registration Number:	864932	POWERMATIC
Registration Number:	5083246	R12 SERIES
Registration Number:	5083244	R6 SERIES
Registration Number:	5083245	R8 SERIES
Registration Number:	5204530	SANDSMART
Registration Number:	294181	SUPERCLAMP
Registration Number:	761312	SUPER-JUNIOR
Registration Number:	2836648	THE GOLD STANDARD SINCE 1921
Registration Number:	4176557	TURBOCONE
Registration Number:	4590951	UNBREAKABLE
Registration Number:	4622231	VOLT
Registration Number:	4176558	VORTEX CONE
Registration Number:	533620	WILTON
Registration Number:	1153647	WILTON
Registration Number:	2834320	WILTON
Registration Number:	2897072	WILTON
Registration Number:	2281185	XACTA
Registration Number:	2020382	16-32
Serial Number:	86900497	DURAPULL
Serial Number:	86700714	ENGINEERED FOR OVERTIME
Serial Number:	86707289	ENGINEERED FOR OVERTIME
Serial Number:	86900570	SAFEPULL

CORRESPONDENCE DATA

Fax Number:

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: 2023704750

Email: ipteam@cogencyglobal.com

Correspondent Name: Darlena Bari Stark

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: COGENCY GLOBAL INC.

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	F172806

NAME OF SUBMITTER:	Nora Sullivan
SIGNATURE:	/Nora Sullivan/
DATE SIGNED:	09/22/2017

Total Attachments: 6

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Notice of Security Interests (Notes) in Trademarks

NOTICE OF SECURITY INTERESTS (NOTES) IN TRADEMARKS dated as of September 22, 2017 (this "Agreement"), made by JPW Industries Inc., a Washington corporation (the "Pledgor"), in favor of Wilmington Trust, National Association, as Collateral Agent.

Reference is made to the Collateral Agreement (Notes) dated as of September 22, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among Varnsen Industries Holdings S.à r.l., a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of the Grand Duchy of Luxembourg, with its registered office at 5, Rue Guillaume Kroll, L-1882 Luxembourg, Grand Duchy of Luxembourg and registered with the Luxembourg trade and companies register *(Registre de commerce et des sociétés,* Luxembourg*)* under number B181369 ("Holdings"), JPW Industries Holding Corporation, a Delaware corporation (the "Issuer"), each other Subsidiary of Holdings identified therein and the Collateral Agent. The parties hereto agree as follows:

SECTION 1. ***Terms.*** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. ***Grant of Security Interest.*** As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Pledgor pursuant to the Collateral Agreement hereby pledges to the Collateral Agent, its successors and permitted assigns, for the benefit of the Notes Secured Parties, and hereby grants to the Collateral Agent, its successors and permitted assigns, for the benefit of the Notes 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 the Pledgor or in which the Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Property, the "IP Collateral"):

(a) all trademarks, service marks, corporate names, company names, business names, trade dress, logos and taglines, all registrations thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office, and all renewals thereof, including those listed on Schedule I hereto and (b) all goodwill associated therewith or symbolized thereby;

provided, however, that the foregoing pledge and grant of security interest will not include any "intent-to-use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051 unless and until an Amendment to Allege Use or a Statement of Use under Section 1(c) or 1(d) of the Lanham Act has been filed with respect thereto or, if filed, has been deemed in conformance with Section 1(a) of the Lanham Act or examined and accepted by the United States Patent and Trademark Office.

SECTION 3. ***Collateral 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 Collateral Agreement. The Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the IP Collateral are more fully set forth in the Collateral 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 Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. ***Recordation***. The Pledgors hereby request and authorize the United States Patent and Trademark Office to record this Agreement with respect to the IP Collateral.

SECTION 5. ***Counterparts.*** This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

SECTION 6. ***Termination.*** This Agreement is made to secure the payment of the Secured Obligations. This Agreement and the security interest granted hereby shall terminate with respect to all of a Pledgor's Secured Obligations and any Lien arising therefrom shall be automatically released upon termination of the Collateral Agreement or release of the Pledgor's Secured Obligations thereunder or as otherwise provided in the Collateral Agreement. The Collateral Agent shall, in connection with any termination or release herein or under the Collateral Agreement, subject to Section 11.04 of the Notes Indenture, execute and deliver to the Pledgor as the Pledgor may reasonably request, an instrument in writing releasing the security interest in the IP Collateral acquired under this Agreement. Additionally, upon such payment (and when otherwise contemplated by the Collateral Agreement), the Collateral Agent shall reasonably cooperate with any efforts made by the Pledgor to make of record or otherwise confirm such satisfaction including, but not limited to, the release and/or termination of this Agreement and any security interest in, to or under the IP Collateral. Any execution and delivery of documents pursuant to this Section 6 shall be made without recourse to or warranty by the Collateral Agent.

SECTION 7. ***Governing Law.*** THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY PRINCIPLE OF CONFLICTS OF LAW THAT COULD REQUIRE THE APPLICATION OF ANY OTHER LAW. THE PROVISIONS OF SECTION 5.17 AND 5.18 OF THE COLLATERAL AGREEMENT ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[Signature Pages Follow]

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

JPW INDUSTRIES INC.

By: _____
Name: Robert Romano
Title: Chief Executive Officer

[Signature Page to Notice of Security Interests (Notes) in Trademarks]

WILMINGTON TRUST, NATIONAL ASSOCIATION, as Collateral Agent,

By

Name: Jane Schweiger
Title: Vice President

[Signature Page to Notice of Security Interests (Notes) in Trademarks]

Schedule I
Notice of Security Interests (Notes) in Trademarks

U.S. Trademark Registrations and Applications Owned by JPW Industries Inc.

No.	Trademark	Owner[1]	Country	Status	Application No.	Registration No. (if applicable)
1.	ACCU-FENCE	JPW Industries Inc.	US	Registered	75/168,070	2,087,770
2.	ALL TERRAIN VISE	JPW Industries Inc.	US	Registered	85/868,722	4,621,849
3.	ATV	JPW Industries Inc.	US	Registered	86/125,808	4,603,248
4.	B.A.S.H	JPW Industries Inc.	US	Registered	85/327,040	4,207,144
5.	COLUMBIAN	JPW Industries Inc.	US	Registered	75/126,650	2,069,653
6.	COLUMBIAN	JPW Industries Inc.	US	Registered	78/164,778	2,838,438
7.	COLUMBIAN (Stylized)	JPW Industries Inc.	US	Registered	74/549,037	1,955,746
8.	HARGRAVE	JPW Industries Inc.	US	Registered	71/530,719	505,397
9.	HARGRAVE	JPW Industries Inc.	US	Registered	73/352,932	1,244,225
10.	HOLDING STRONG SINCE 1941	JPW Industries Inc.	US	Registered	85/768,916	4,606,124
11.	JET	JPW Industries Inc.	US	Registered	73/515,827	1,347,267
12.	JET	JPW Industries Inc.	US	Registered	73/515,800	1,361,447
13.	JET	JPW Industries Inc.	US	Registered	78/353,135	3,084,434
14.	JET	JPW Industries Inc.	US	Registered	72/250,259	834,306
15.	JET	JPW Industries Inc.	US	Registered	72/105,106	713,132
16.	JET & Design	JPW Industries Inc.	US	Registered	78/965,385	3,627,037
17.	JET RED ASSURANCE	JPW Industries Inc.	US	Registered	85/340,283	4,278,038
18.	JET RED ASSURANCE & Design	JPW Industries Inc.	US	Registered	85/340,262	4,278,037
19.	MISC. DESIGN (Bench Vise) 1	JPW Industries Inc.	US	Registered	73/525,862	1,414,715
20.	MISC. DESIGN (Bench Vise) 2	JPW Industries Inc.	US	Registered	76/112,893	2,703,560
21.	MISC. DESIGN (Gold Color)	JPW Industries Inc.	US	Registered	78/222,455	2,886,324

[1] Certain JPW Industries Inc. trademark registrations are in the PTO records under its former names, WMH Tool Group, Inc. and Walter Meier (Manufacturing) Inc. Evidence of the name changes are filed with the PTO at Reel/Frame 4411/0056 and Reel/Frame 5224/0090.

No.	Trademark	Owner[1]	Country	Status	Application No.	Registration No. (if applicable)
22.	PERMA-PAD	JPW Industries Inc.	US	Registered	73/230,411	1,164,408
23.	POLISHMASTER	JPW Industries Inc.	US	Registered	73/709,439	1,505,597
24.	POWERMATIC	JPW Industries Inc.	US	Registered	72/015,222	644,702
25.	POWERMATIC	JPW Industries Inc.	US	Registered	72/268,312	864,932
26.	R12 SERIES LOGO	JPW Industries Inc.	US	Registered	86/701,243	5,083,246
27.	R6 SERIES LOGO	JPW Industries Inc.	US	Registered	86/700,795	5,083,244
28.	R8 SERIES LOGO	JPW Industries Inc.	US	Registered	86/701,208	5,083,245
29.	SANDSMART	JPW Industries Inc.	US	Registered	87/194,672	5,204,530
30.	SUPERCLAMP	JPW Industries Inc.	US	Registered	71/317,454	294,181
31.	SUPER-JUNIOR	JPW Industries Inc.	US	Registered	72/163,810	761,312
32.	THE GOLD STANDARD SINCE 1921	JPW Industries Inc.	US	Registered	78/260,589	2,836,648
33.	TURBOCONE	JPW Industries Inc.	US	Registered	85/241,866	4,176,557
34.	UNBREAKABLE	JPW Industries Inc.	US	Registered	85/327,107	4,590,951
35.	VOLT	JPW Industries Inc.	US	Registered	86/026,887	4,622,231
36.	VORTEX CONE	JPW Industries Inc.	US	Registered	85/241,876	4,176,558
37.	WILTON	JPW Industries Inc.	US	Registered	71/567,298	533,620
38.	WILTON	JPW Industries Inc.	US	Registered	73/172,863	1,153,647
39.	WILTON	JPW Industries Inc.	US	Registered	78/164,471	2,834,320
40.	WILTON (Stylized) & Design	JPW Industries Inc.	US	Registered	78/164,986	2,897,072
41.	XACTA	JPW Industries Inc.	US	Registered	75/507,798	2,281,185
42.	DURAPULL	JPW Industries Inc.	US	Pending	86/900,497	N/A
43.	ENGINEERED FOR OVERTIME	JPW Industries Inc.	US	Pending	86/700,714	N/A
44.	ENGINEERED FOR OVERTIME (Stylized) & Design	JPW Industries Inc.	US	Pending	86/707,289	N/A
45.	SAFEPULL	JPW Industries Inc.	US	Pending	86/900,570	N/A
46.	16-32	JPW Industries Inc.	US	Registered	74/699,532	2,020,382

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