

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM494544

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Fletcher-Terry Company, LLC		08/07/2018	Limited Liability Company: CONNECTICUT
Alfa Holdings, LLC		08/07/2018	Limited Liability Company: DELAWARE
Atlas Saw & Tool, LLC		08/07/2018	Limited Liability Company: DELAWARE
Fletcher-Terry Holdings, LLC		08/07/2018	Limited Liability Company: DELAWARE
Fletcher-Terry Interco, LLC		08/07/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Webster Bank, National Association, as Administrative Agent		
Street Address:	200 Elm Street		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06901		
Entity Type:	a national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Registration Number:	1796783	FLEXIMASTER	
Registration Number:	2128361	MATMATE	
Registration Number:	1251522	SCOREMASTER	
Registration Number:	0542265	FLETCHER	
Registration Number:	0628619	GOLD TIP	
Registration Number:	1091723	GOLD TIP	
Registration Number:	1077282	FLETCHER	
Registration Number:	0958939		
Registration Number:	1426249	FLETCHER	
Registration Number:	1449287	FRAMEMASTER	
Registration Number:	2838582	FRAMEMASTER	
Registration Number:	2930513	FLEXIMASTER	

OP \$540.00 1796783

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2986536	FLETCHER 2200
Registration Number:	3377891	MULTIPOINTS
Registration Number:	2207132	MITRE-MITE
Registration Number:	2266474	MITRE-MITE
Registration Number:	2551614	POWER TWIST
Registration Number:	4885481	ALFAMACCHINE
Registration Number:	4885480	ALFAMACCHINE
Registration Number:	4885479	ALFAMACCHINE
Registration Number:	2069755	FLETCHER 1100

CORRESPONDENCE DATA

Fax Number: 8602758299

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: 860-275-8285

Email: jscheib@rc.com

Correspondent Name: Jacqueline P. Scheib

Address Line 1: 280 Trumbull Street

Address Line 2: Robinson & Cole LLP

Address Line 4: Hartford, CONNECTICUT 06103

NAME OF SUBMITTER:	Jacqueline P. Scheib
SIGNATURE:	/Jacqueline P. Scheib/
DATE SIGNED:	10/18/2018

Total Attachments: 20

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**PATENT, TRADEMARK AND COPYRIGHT
SECURITY AGREEMENT**

THIS PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this "Agreement"), dated as of August 7, 2018 is entered into by and among **THE FLETCHER-TERRY COMPANY, LLC**, a Connecticut limited liability company ("Fletcher-Terry"), **ALFA HOLDINGS, LLC**, a Delaware limited liability company ("Alfa Holdings"), **ATLAS SAW & TOOL, LLC**, a Delaware limited liability company ("Atlas"; together with Fletcher-Terry, Alfa Holdings and any other Person who joins this Agreement after the date hereof as a Borrower pursuant to a Borrower Joinder Agreement (as defined in the Credit Agreement defined below), collectively, the "Borrowers" and each individually a "Borrower"), **FLETCHER-TERRY HOLDINGS, LLC**, a Delaware limited liability company ("Holdings") and **FLETCHER-TERRY INTERCO, LLC**, a Delaware limited liability company ("Interco"; together with Holdings and any other Person who joins this Agreement after the date hereof as a Guarantor pursuant to a Guarantor Joinder Agreement (as defined in the Credit Agreement defined below), collectively, the "Guarantors" and each individually a "Guarantor", and the Borrowers and the Guarantors, collectively, the "Pledgors" and each individually, a "Pledgor"), and **WEBSTER BANK, NATIONAL ASSOCIATION**, a national banking association, as administrative agent (in such capacity, the "Administrative Agent") for the Secured Parties.

WHEREAS, simultaneously herewith, each of the Pledgors is becoming a Borrower or Guarantor under that certain Credit Agreement (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), dated as of the date hereof by and among the Pledgors, the lenders and financial institutions party thereto (collectively, "the Lenders") and the Administrative Agent; and

WHEREAS, pursuant to the Credit Agreement, the Lenders have agreed to provide certain loans to the Borrowers and the Pledgors have agreed, among other things, to grant a security interest to the Administrative Agent in certain patents, trademarks, copyrights and other property as security for such loans and other obligations as more fully described herein.

NOW, THEREFORE, intending to be legally bound hereby, the parties hereto agree as follows:

1. Defined Terms.

(a) Except as otherwise expressly provided herein, (i) capitalized terms used in this Agreement shall have the respective meanings assigned to them in the Credit Agreement and (ii) the rules of construction set forth in Section 1.2 [Construction] of the Credit Agreement shall apply to this Agreement. Where applicable and except as otherwise expressly provided herein, terms used herein (whether or not capitalized) shall have the respective meanings assigned to them in the Uniform Commercial Code as enacted in the State of Connecticut as amended from time to time (the "Code").

(b) “Patents, Trademarks and Copyrights” shall mean and include all of the Pledgors’ present and future right, title and interest in and to the following: all trade names, patent applications, patents, trademark applications, trademarks and copyrights, whether now owned or hereafter acquired by a Pledgor, including, without limitation, those listed on Schedule A hereto, including all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, and the goodwill of the business to which any of the patents, trademarks and copyrights relate.

(c) “Secured Obligations” shall mean and include the following: (i) all now existing and hereafter arising Obligations; (ii) all obligations and liabilities of each and every Loan Party to the Administrative Agent, the Lenders or any Affiliate of a Lender under the Credit Agreement, any of the other Loan Documents, any Lender-Provided Interest Rate Hedge or any Other Lender Provided Financial Service Product, including all obligations, liabilities, and indebtedness, whether for principal, interest, fees, expenses or otherwise, of each and every Loan Party to the Administrative Agent, the Lenders or any Affiliate of a Lender (including an IRH Provider), now existing or hereafter incurred under the Credit Agreement, the Notes, the Guaranty Agreement, any of the other Loan Documents, any Lender-Provided Interest Rate Hedge or any Other Lender Provided Financial Service Product, as any of the same or any one or more of them may be amended, restated, supplemented or otherwise modified from time to time, together with any and all extensions, renewals, refinancings, and refundings thereof in whole or in part (and including obligations, liabilities, and indebtedness arising or accruing after the commencement of any bankruptcy, insolvency, reorganization, or similar proceeding with respect to a Pledgor or which would have arisen or accrued but for the commencement of such proceeding, even if the claim for such obligation, liability or indebtedness is not enforceable or allowable in such proceeding, and including all obligations, liabilities and indebtedness arising from any extensions of credit under or in connection with the Loan Documents from time to time, regardless whether any such extensions of credit are in excess of the amount committed under or contemplated by the Loan Documents or are made in circumstances in which any condition to any such extensions of credit is not satisfied); (iii) all reimbursement obligations of each and every Loan Party with respect to any one or more Letters of Credit issued by the Issuing Lender or any Lender; (iv) all indebtedness, loans, obligations, expenses and liabilities of each and every Loan Party to the Administrative Agent or any of the Lenders or any Affiliates thereof (including any IRH Provider), arising out of any Lender-Provided Interest Rate Hedge; (v) all indebtedness, loans, obligations, expenses and liabilities of each and every Loan Party to the Administrative Agent or any of the Lenders or any Affiliate thereof, arising out of any Other Lender Provided Financial Service Product; and (vi) any sums advanced by the Administrative Agent, any Lender or any Affiliate thereof or which may otherwise become due pursuant to the provisions of the Credit Agreement, the Notes, this Agreement, any other Loan Documents, any Lender-Provided Interest Rate Hedge or any Other Lender Provided Financial Service Product or pursuant to any other document or instrument at any time delivered to the Administrative Agent, any Lender or any Affiliate thereof in connection therewith, including commitment, letter of credit, agent or other fees and charges, and indemnification obligations under any such document or instrument, together with all interest payable on any of the foregoing, whether such sums are

advanced or otherwise become due before or after the entry of any judgment for foreclosure or any judgment on any Loan Document or with respect to any default under any of the Secured Obligations. Notwithstanding anything to the contrary contained in the foregoing, the Secured Obligations shall not include any Excluded Swap Obligations.

(d) “Secured Party” means a holder of a Secured Obligation, including without limitation, the Administrative Agent, the Lenders, any IRH Provider or any Affiliate thereof providing any Other Lender Provided Financial Service Product; collectively, the “Secured Parties”.

2. To secure the full payment and performance of all Secured Obligations, each Pledgor hereby grants and conveys a security interest to the Administrative Agent in the entire right, title and interest of such Pledgor in and to all of its Patents, Trademarks and Copyrights.

3. Each Pledgor covenants and warrants that:

(a) the Patents, Trademarks and Copyrights are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(b) to the best of such Pledgor’s knowledge, each of the Patents, Trademarks and Copyrights is valid and enforceable;

(c) such Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents, Trademarks and Copyrights, free and clear of any liens, charges and encumbrances other than Permitted Liens, including without limitation pledges, assignments, licenses, shop rights and covenants by such Pledgor not to sue third persons;

(d) such Pledgor has the limited liability company power and authority to enter into this Agreement and perform its terms;

(e) as of the date hereof, no claim has been made to such Pledgor or, to the knowledge of such Pledgor, any other Person that the use of any of the Patents, Trademarks and Copyrights does or may violate the rights of any third party;

(f) such Pledgor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of any material Patents, Trademarks and Copyrights, except for those Patents, Trademarks and Copyrights that are hereafter allowed to lapse in accordance with Section 10 hereof;

(g) such Pledgor will not change its state of incorporation, formation or organization, as applicable without providing thirty (30) days prior written notice the Administrative Agent;

(h) such Pledgor will not change its name without providing thirty (30) days prior written notice to the Administrative Agent; and

(i) such Pledgor shall preserve its limited liability company existence and except as permitted by the Credit Agreement, shall not (i) in one, or a series of related transactions, merge into or consolidate with any other entity, the survivor of which is not a Borrower, or (ii) sell all or substantially all of its assets.

4. Each Pledgor agrees that, until all of the Secured Obligations shall have been indefeasibly satisfied in full (except contingent indemnification obligations for which no claim has been made and any Secured Obligations arising out of any Other Lender Provided Financial Service Product or Lender-Provided Interest Rate Hedges), the Commitments have been terminated and the Letters of Credit have expired, it will not enter into any agreement (for example, a license agreement) which is inconsistent with such Pledgor's obligations under this Agreement.

5. If, before the Secured Obligations shall have been satisfied in full (except contingent indemnification obligations for which no claim has been made and any Secured Obligations arising out of any Other Lender Provided Financial Service Product or Lender-Provided Interest Rate Hedges) and the Commitments have been terminated and the Letters of Credit have expired, a Pledgor shall own any new trademarks or any new copyrightable or patentable inventions, or any patent application or patent for any reissue, division, continuation, renewal, extension, or continuation in part of any Patent, Trademark or Copyright or any improvement on any Patent, Trademark or Copyright, the provisions of this Agreement shall automatically apply thereto and such Pledgor shall give to the Administrative Agent prompt notice thereof in writing. The Pledgors and the Administrative Agent agree to modify this Agreement by amending Schedule A to include any future patents, patent applications, trademark applications, trademarks, copyrights or copyright applications and the provisions of this Agreement shall apply thereto.

6. Upon the occurrence of any Event of Default and at any time thereafter during the continuance thereof, the Administrative Agent shall have and may exercise, in addition to all other rights and remedies given it by this Agreement and those rights and remedies set forth in the Credit Agreement and the other Loan Documents, the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any applicable jurisdiction (including any jurisdiction in which the Patents, Trademarks and Copyrights may be located) and such other rights and remedies as may be provided by applicable Law and as set forth below, including without limitation, immediately, without demand of performance and without other notice (except as set forth below) or demand whatsoever to the Pledgors, all of which are hereby expressly waived, and without advertisement, to sell at public or private sale or otherwise realize upon, in a city that the Administrative Agent shall designate by notice to the Pledgors, the whole or from time to time any part of the Patents, Trademarks and Copyrights, or any interest which a Pledgor may have therein and, after deducting from the proceeds of sale or other disposition of the Patents, Trademarks and Copyrights all expenses (including fees and expenses for brokers and attorneys), shall apply the remainder of such proceeds toward the payment of the Secured Obligations in such order as the Administrative Agent, in its sole discretion, shall determine. Any remainder of the proceeds after payment in full of the Secured Obligations shall be paid over to the Pledgors or as otherwise required by law. Notice of any sale or other disposition of the Patents, Trademarks and Copyrights shall be given to the Pledgors at least ten (10) days before

the time of any intended public or private sale or other disposition of the Patents, Trademarks and Copyrights is to be made, which the Pledgors hereby agree shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, the Administrative Agent may, to the extent permissible under applicable Law, purchase the whole or any part of the Patents, Trademarks and Copyrights sold, free from any right of redemption on the part of the Pledgors, which right is hereby waived and released.

7. If any Event of Default shall have occurred and be continuing, each Pledgor hereby authorizes and empowers the Administrative Agent to make, constitute and appoint any officer or agent of the Administrative Agent, as the Administrative Agent may select in its exclusive discretion, as such Pledgor's true and lawful attorney-in-fact, with the power to endorse such Pledgor's name on all applications, documents, papers and instruments necessary for the Administrative Agent to use the Patents, Trademarks and Copyrights, or to grant or issue, on commercially reasonable terms, any exclusive or nonexclusive license under the Patents, Trademarks and Copyrights to any third person, or necessary for the Administrative Agent to assign, pledge, convey or otherwise transfer title in or dispose, on commercially reasonable terms, of the Patents, Trademarks and Copyrights to any third Person. Each Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable for the life of this Agreement.

8. At such time as the Pledgors shall have paid in full in cash all of the Secured Obligations (except contingent indemnification obligations for which no claim has been made and any Secured Obligations arising out of any Other Lender Provided Financial Service Product or Lender-Provided Interest Rate Hedges) and the Commitments shall have terminated and the Letters of Credit have expired, this Agreement shall terminate and the Administrative Agent shall, at the request and at the sole cost of the Pledgors, execute and deliver to the Pledgors all deeds, assignments and other instruments as may be necessary or proper to re-vest in the Pledgors full title to the Patents, Trademarks and Copyrights, subject to any disposition thereof which may have been made by the Administrative Agent pursuant hereto.

9. Any and all fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and expenses incurred by the Administrative Agent in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances, the protection, maintenance or preservation of the Patents, Trademarks and Copyrights, or the defense or prosecution of any actions or proceedings arising out of or related to the Patents, Trademarks and Copyrights, shall be borne and paid by the Pledgors within fifteen (15) days of demand by the Administrative Agent, and if not paid within such time, shall be added to the principal amount of the Secured Obligations and shall bear interest in accordance with the Credit Agreement.

10. Each Pledgor shall have the duty, through counsel reasonably acceptable to the Administrative Agent, to prosecute diligently any patent applications of the Patents, Trademarks and Copyrights pending as of the date of this Agreement if commercially reasonable or thereafter until the Secured Obligations (except contingent indemnification obligations for

which no claim has been made and any Secured Obligations arising out of any Other Lender Provided Financial Service Product or Lender-Provided Interest Rate Hedges) shall have been paid in full in cash and the Commitments shall have terminated, and the Letters of Credit have expired, to make application on unpatented but patentable inventions (whenever it is commercially reasonable in the reasonable judgment of the applicable Pledgor to do so) and to preserve and maintain all rights in patent applications and Patents, including without limitation the payment of all maintenance fees. Any expenses incurred in connection with such an application shall be borne by the Pledgors. No Pledgor shall abandon any material Patent, Trademark or Copyright without the consent of Administrative Agent, which shall not be unreasonably withheld.

11. Each Pledgor shall have the right, with the consent of the Administrative Agent, which shall not be unreasonably withheld, to bring suit, action or other proceeding in its own name, and to join the Administrative Agent, if necessary, as a party to such suit so long as the Administrative Agent is satisfied that such joinder will not subject it to any risk of liability, to enforce the Patents, Trademarks and Copyrights and any licenses thereunder. The Pledgors shall promptly, upon demand, reimburse and indemnify the Administrative Agent for all damages, costs and expenses, including reasonable legal fees, incurred by the Administrative Agent as a result of such suit or joinder by a Pledgor.

12. No course of dealing between the Pledgors and the Administrative Agent, nor any failure to exercise nor any delay in exercising, on the part of the Administrative Agent, any right, power or privilege hereunder or under the Credit Agreement or other Loan Documents shall operate as a waiver of such right, power or privilege, nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. All of the Administrative Agent's rights and remedies with respect to the Patents, Trademarks and Copyrights, whether established hereby or by the Credit Agreement or by any other agreements or by Law, shall be cumulative and may be exercised singularly or concurrently.

14. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

15. This Agreement (together with the Security Agreement) constitutes the entire agreement among the parties with respect to the subject matter hereof and supersedes all prior communications, oral and written, between the parties relating to a grant of a security interest in Patents, Trademarks and Copyrights by the Pledgors (other than, for the avoidance of doubt, the Security Agreement). This Agreement may not be amended or supplemented except by a writing signed by the Administrative Agent and the Pledgors.

16. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties, provided, however, that no Pledgor may assign or transfer any of its rights or obligations hereunder or any interest herein and any such purported assignment or transfer shall be null and void.

17. This Agreement shall be governed by and construed in accordance with the internal Laws of the State of Connecticut without regard to its conflicts of law principles.

18. This Agreement may be executed in any number of counterparts, and by different parties hereto in separate counterparts, each of which, when so executed, shall be deemed an original and all of which taken together shall constitute one and the same agreement. Delivery of executed signature pages by facsimile or other electronic transmission will constitute effective and binding execution and delivery.

19. All notices, requests, demands, directions and other communications given to or made upon any party hereto under the provisions of this Agreement shall be as set forth in Section 10.6 [Notices; Effectiveness; Electronic Communication] of the Credit Agreement.

20. Each Pledgor acknowledges and agrees that, in addition to the other rights of the Administrative Agent hereunder and under the other Loan Documents, because the Administrative Agent's remedies at law for failure of the Pledgors to comply with the provisions hereof relating to the Administrative Agent's rights (i) to inspect the books and records related to the Patents, Trademarks and Copyrights, (ii) to receive the various notifications the Pledgors are required to deliver hereunder, (iii) to obtain copies of agreements and documents as provided herein with respect to the Patents, Trademarks and Copyrights, (iv) to enforce the provisions hereof pursuant to which each Pledgor has appointed the Administrative Agent its attorney-in-fact, and (v) to enforce the Administrative Agent's remedies hereunder, would be inadequate and that any such failure would not be adequately compensable in damages, each Pledgor agrees that each such provision hereof may be specifically enforced.

21. EACH PLEDGOR IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE NONEXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF CONNECTICUT AND OF THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF CONNECTICUT, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH STATE OF CONNECTICUT COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT SHALL AFFECT ANY RIGHT THAT THE ADMINISTRATIVE AGENT, THE

ISSUING LENDER OR ANY LENDER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AGAINST A PLEDGOR OR ANY OTHER LOAN PARTY OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

22. EACH PLEDGOR IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT IN ANY COURT REFERRED TO IN SECTION 21 HEREOF. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT AND AGREES NOT TO ASSERT ANY SUCH DEFENSE.

23. EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 10.6 [NOTICES; EFFECTIVENESS; ELECTRONIC COMMUNICATION] OF THE CREDIT AGREEMENT. NOTHING IN THIS AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

24. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 24.

25. EACH PLEDGOR REPRESENTS, WARRANTS AND ACKNOWLEDGES THAT THE TRANSACTION OF WHICH THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS ARE A PART IS A "COMMERCIAL TRANSACTION" AND NOT A CONSUMER TRANSACTION, AND WAIVES ANY RIGHT TO NOTICE AND PRIOR COURT HEARING OR COURT ORDER UNDER CHAPTER 903a OF THE CONNECTICUT GENERAL STATUTES, AS AMENDED, OR UNDER ANY OTHER FEDERAL OR STATE STATUTE OR STATUTES OR FOREIGN LAWS AFFECTING PREJUDGMENT REMEDIES, AND AUTHORIZES THE ADMINISTRATIVE AGENT'S ATTORNEY TO ISSUE A WRIT FOR A PREJUDGMENT REMEDY WITHOUT COURT ORDER, PROVIDED THE COMPLAINT SHALL SET FORTH A COPY OF THIS WAIVER,

AND WAIVES ANY CLAIM IN TORT, CONTRACT OR OTHERWISE AGAINST THE ADMINISTRATIVE AGENT'S, ANY LENDER'S AND ANY OTHER SECURED PARTY'S ATTORNEY WHICH MAY ARISE OUT OF SUCH ISSUANCE OF A WRIT FOR A PREJUDGMENT REMEDY WITHOUT COURT ORDER. FURTHER, IN THE EVENT THE ADMINISTRATIVE AGENT SEEKS TO TAKE POSSESSION OF ANY OR ALL OF ANY PLEDGOR'S PROPERTIES OR OTHER ASSETS BY COURT PROCESS OR OTHER METHOD AVAILABLE UNDER THE LAW, EACH PLEDGOR IRREVOCABLY WAIVES ANY BOND AND ANY SURETY OR SECURITY RELATING THERETO REQUIRED BY ANY STATUTE, COURT RULE OR OTHERWISE AS AN INCIDENT TO SUCH POSSESSION, AND WAIVES ANY DEMAND FOR POSSESSION PRIOR TO THE COMMENCEMENT OF ANY SUIT OR ACTION TO RECOVER WITH RESPECT THERETO. SPECIFICALLY, EACH PLEDGOR RECOGNIZES AND UNDERSTANDS THAT THE EXERCISE OF THE ADMINISTRATIVE AGENT'S RIGHTS DESCRIBED ABOVE MAY RESULT IN THE ATTACHMENT OF OR LEVY AGAINST SUCH PLEDGOR'S PROPERTY, AND SUCH WRIT FOR A PREJUDGMENT REMEDY WILL NOT HAVE THE PRIOR WRITTEN APPROVAL OR SCRUTINY OF A COURT OF LAW OR OTHER JUDICIAL OFFICER AND NO PLEDGOR WILL HAVE THE RIGHT TO ANY NOTICE OR PRIOR HEARING WHERE SUCH PLEDGOR MIGHT CONTEST SUCH A PROCEDURE. THE INTENT OF EACH PLEDGOR IS TO GRANT TO THE ADMINISTRATIVE AGENT FOR GOOD AND VALUABLE CONSIDERATION THE RIGHT TO OBTAIN SUCH A PREJUDGMENT REMEDY AND TO EXPRESS ITS BELIEF THAT ANY SUCH PREJUDGMENT REMEDY OBTAINED IS VALID AND CONSTITUTIONAL UNLESS A COURT OF COMPETENT JURISDICTION SHOULD DETERMINE OTHERWISE. FURTHER, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH PLEDGOR HEREBY WAIVES DEMAND, PRESENTMENT FOR PAYMENT, PROTEST, NOTICE OF PROTEST, NOTICE OF DISHONOR, DILIGENCE IN COLLECTION, NOTICE OF NONPAYMENT AND ANY AND ALL NOTICES OF A LIKE NATURE. FURTHER, TO THE EXTENT NOT OTHERWISE EXPRESSLY PROVIDED HEREIN, EACH PLEDGOR EXPRESSLY WAIVES ALL DEFENSES OF SURETYSHIP OR IMPAIRMENT OF COLLATERAL. EACH PLEDGOR (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVERS AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 25.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers or agents thereunto duly authorized, as of the date first above written.

THE FLETCHER-TERRY COMPANY, LLC

By: Blair Tomaloni
Name: Blair Tomaloni
Title: President

ALFA HOLDINGS, LLC

By: Blair Tomaloni
Name: Blair Tomaloni
Title: President

ATLAS SAW & TOOL, LLC

By: Blair Tomaloni
Name: Blair Tomaloni
Title: President

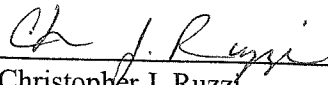
FLETCHER-TERRY HOLDINGS, LLC

By: Blair Tomaloni
Name: Blair Tomaloni
Title: President

FLETCHER-TERRY INTERCO, LLC

By: Blair Tomaloni
Name: Blair Tomaloni
Title: President

**WEBSTER BANK, NATIONAL
ASSOCIATION,**
as Administrative Agent

By: 
Name: Christopher J. Ruzzi
Title: Director

[Signature Page (2) to Patent, Trademark and Copyright Security Agreement]

TRADEMARK
REEL: 006495 FRAME: 0527

SCHEDULE A

List of Registered Patents, Trademarks, Trade Names and Copyrights

(See attached)

I. Copyrights

<u>Registered Owner</u>	<u>Title</u>	<u>Registration Number</u>	<u>Registration Date</u>
The Fletcher-Terry Company, LLC	F-6100 Computer Mat Cutter	PA0000975606	1999-10-20
The Fletcher-Terry Company, LLC	F-6100 Computer Mat Cutter (supplement)	PA0001123149	2002-12-12
The Fletcher-Terry Company, LLC	Framersolutions Software	TX0005731766	2003-01-14
The Fletcher-Terry Company, LLC	MatMate	TXu000384724	1989-09-05

II. Copyright Applications:

None.

III. Copyright Licenses

None.

IV. Patents

<u>Country</u>	<u>Registered Owner</u>	<u>Title</u>	<u>Registration Number</u>	<u>Issue Date</u>
France	The Fletcher-Terry Company, LLC	PEG FASTENER	96 3120	—
France	The Fletcher-Terry Company, LLC	FASTENING PEG	96 3119	—
France	The Fletcher-Terry Company, LLC	NAIL	00 2679	—
Italy	The Fletcher-Terry Company, LLC	Selective Feed Unit for Assembly Apparatus	1353100	2001-08-21
United States	The Fletcher-Terry Company, LLC	Laminar Staple for Joining at an Angle Profile Strips	6276886	—
Italy	The Fletcher-Terry Company, LLC	Laminar Staple for Corner Jointing Profile Strips	BO99A000440	—

Brazil	The Fletcher-Terry Company, LLC	Laminar Staple for Corner Jointing Profile Strips	PI0006976-0	—
European Patent	The Fletcher-Terry Company, LLC	Laminar Staple for Corner Jointing Profile Strips	1117316	—
Spain	The Fletcher-Terry Company, LLC	Laminar Staple for Corner Jointing Profile Strips	1117316	—
France	The Fletcher-Terry Company, LLC	Laminar Staple for Corner Jointing Profile Strips	1117316	—
United Kingdom	The Fletcher-Terry Company, LLC	Laminar Staple for Corner Jointing Profile Strips	1117316	—
United States	The Fletcher-Terry Company, LLC	APPARATUS FOR FEEDING STAPLING ELEMENTS TO A STAPLING MACHINE SUITABLE TO JOIN STRIPS AT AN ANGLE	6651861	2003-11-25
European Patent	The Fletcher-Terry Company, LLC	APPARATUS FOR FEEDING STAPLING ELEMENTS TO STAPLING MACHINE SUITABLE TO JOIN STRIPS AT AN ANGLE	EP1125699	—
Spain	The Fletcher-Terry Company, LLC	APPARATUS FOR FEEDING STAPLING ELEMENTS TO STAPLING MACHINE SUITABLE TO JOIN STRIPS AT AN ANGLE	EP1125699	—

France	The Fletcher-Terry Company, LLC	APPARATUS FOR FEEDING STAPLING ELEMENTS TO STAPLING MACHINE SUITABLE TO JOIN STRIPS AT AN ANGLE	EP1125699	—
Portugal	The Fletcher-Terry Company, LLC	APPARATUS FOR FEEDING STAPLING ELEMENTS TO STAPLING MACHINE SUITABLE TO JOIN STRIPS AT AN ANGLE	EP1125699	—
Turkey	The Fletcher-Terry Company, LLC	APPARATUS FOR FEEDING STAPLING ELEMENTS TO STAPLING MACHINE SUITABLE TO JOIN STRIPS AT AN ANGLE	EP1125699	—
United Kingdom	The Fletcher-Terry Company, LLC	APPARATUS FOR FEEDING STAPLING ELEMENTS TO STAPLING MACHINE SUITABLE TO JOIN STRIPS AT AN ANGLE	EP1125699	—
Italy	The Fletcher-Terry Company, LLC	APPARATUS FOR FEEDING STAPLING ELEMENTS TO STAPLING MACHINE SUITABLE TO JOIN STRIPS AT AN ANGLE	1321011	—

United States	The Fletcher-Terry Company, LLC	FASTENER FOR WOOD HAVING LOCKING PORTION	6,679,669	2004-01-20
Mexico	The Fletcher-Terry Company, LLC	FASTENER FOR WOOD HAVING LOCKING PORTION	240077	—
United States	The Fletcher-Terry Company, LLC	CORNER-CUT CORRUGATED FASTENER	8,100,619	2012-01-24

V. Patent Applications

<u>Registered Owner</u>	<u>Title</u>	<u>Publication Number</u>	<u>Application Number</u>	<u>Date Filed</u>
The Fletcher-Terry Company, LLC	PILLAR POST WITH ADJUSTABLE FLUID FLOW	20170326756	15/596,506	2017-05-16
The Fletcher-Terry Company, LLC	PILLAR POST WITH ADJUSTABLE FLUID FLOW	WO/2017/201006	PCT/US2017/032844	2017-05-16

VI. Patent Licenses

- Exclusive License Agreement between Picture Perfect LLC and The Fletcher-Terry Company, LLC, dated March 1, 2013.
- Fully paid license to continue sales of certain v-nail products under U.S. Patent No. 6,276,886 granted to Alfa Automation USA Inc. and Alfa Automation S.r.l. pursuant to that certain Confidential Settlement Agreement dated November 30, 2017.

VII. Trademarks

<u>Country</u>	<u>Registered Owner</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
United Kingdom	The Fletcher-Terry Company, LLC	FLETCHER	1248097	1985-08-10
United States	The Fletcher-Terry Company, LLC	FLEXIMASTER	1796783	1993-10-05
United States	The Fletcher-Terry Company, LLC	MATMATE	2128361	1998-01-13

United States	The Fletcher-Terry Company, LLC	SCOREMASTER	1251522	1983-09-20
United States	The Fletcher-Terry Company, LLC	FLETCHER & design	542265	1951-05-15
Canada	The Fletcher-Terry Company, LLC	FLETCHER & design	229130	1978-07-21
Japan	The Fletcher-Terry Company, LLC	FLETCHER & design	1460992	1981-02-24
United States	The Fletcher-Terry Company, LLC	GOLD TIP	628619	1956-06-12
Canada	The Fletcher-Terry Company, LLC	GOLD TIP	253393	1980-12-05
United States	The Fletcher-Terry Company, LLC	GOLD TIP	1091723	1978-05-23
Mexico	The Fletcher-Terry Company, LLC	GOLD TIP	228242	1979-06-29
United States	The Fletcher-Terry Company, LLC	FLETCHER	1077282	1977-11-15
United States	The Fletcher-Terry Company, LLC	GOLD-TIPPED GLASS CUTTERS DESIGN	958939	1973-05-15
Canada	The Fletcher-Terry Company, LLC	GOLD TIP	263153	1981-10-16
United States	The Fletcher-Terry Company, LLC	FLETCHER	1426249	1987-01-27
United States	The Fletcher-Terry Company, LLC	FRAMEMASTER	1449287	1987-07-28
United States	The Fletcher-Terry Company, LLC	FRAMEMASTER	2838582	2004-05-04
Australia	The Fletcher-Terry Company, LLC	FRAMEMASTER	973975	2003-10-10
Brazil	The Fletcher-Terry Company, LLC	FRAMEMASTER	825858917	2007-06-26
Canada	The Fletcher-Terry Company, LLC	FRAMEMASTER	1192666	2005-03-23
European Union IPO	The Fletcher-Terry Company, LLC	FRAMEMASTER	3389798	2005-02-28
Mexico	The Fletcher-Terry Company, LLC	FRAMEMASTER	817540	2004-01-13
New Zealand	The Fletcher-Terry Company, LLC	FRAMEMASTER	702521	2005-01-13
United States	The Fletcher-Terry Company, LLC	FLEXIMASTER	2930513	2005-03-08

Australia	The Fletcher-Terry Company, LLC	FLEXIMASTER	972732	2004-08-26
Brazil	The Fletcher-Terry Company, LLC	FLEXIMASTER	825853460	2007-06-26
Canada	The Fletcher-Terry Company, LLC	FLEXIMASTER	TMA667,619	2006-07-14
European Union IPO	The Fletcher-Terry Company, LLC	FLEXIMASTER	3389822	2005-03-11
Mexico	The Fletcher-Terry Company, LLC	FLEXIMASTER	817541	2004-01-13
New Zealand	The Fletcher-Terry Company, LLC	FLEXIMASTER	702522	2004-04-05
United States	The Fletcher-Terry Company, LLC	FLETCHER 2200	2986536	2005-08-16
Australia	The Fletcher-Terry Company, LLC	FLETCHER 2200	1022163	2005-03-24
Canada	The Fletcher-Terry Company, LLC	FLETCHER 2200	660559	2006-03-09
European Union IPO	The Fletcher-Terry Company, LLC	FLETCHER 2200	4058244	2006-06-01
Mexico	The Fletcher-Terry Company, LLC	FLETCHER 2200	866439	2005-01-28
United States	The Fletcher-Terry Company, LLC	MULTIPOINTS	3377891	2008-02-05
European Union IPO	The Fletcher-Terry Company, LLC	MULTIPOINTS	6528871	2008-09-22
United States	The Fletcher-Terry Company, LLC	MITRE-MITE	2207132	1998-12-01
Argentina	The Fletcher-Terry Company, LLC	MITRE-MITE	1764035	1999-11-25
Brazil	The Fletcher-Terry Company, LLC	MITRE-MITE	820599387	2006-01-03
Chile	The Fletcher-Terry Company, LLC	MITRE-MITE	841676	1998-08-20
Colombia	The Fletcher-Terry Company, LLC	MITRE-MITE	236452	2001-01-09
Costa Rica	The Fletcher-Terry Company, LLC	MITRE-MITE	113321	1999-04-23
Ecuador	The Fletcher-Terry Company, LLC	MITRE-MITE	5303	2000-08-10
Guatemala	The Fletcher-Terry Company, LLC	MITRE-MITE	99307	1999-09-24
Mexico	The Fletcher-Terry	MITRE-MITE	576205	1998-05-14

	Company, LLC			
Uruguay	The Fletcher-Terry Company, LLC	MITRE-MITE	307744	1999-03-05
Venezuela	The Fletcher-Terry Company, LLC	MITRE-MITE	P211248	1999-04-20
United States	The Fletcher-Terry Company, LLC	MITRE-MITE	2266474	1999-08-03
Brazil	The Fletcher-Terry Company, LLC	MITRE-MITE	820599395	2006-01-03
Colombia	The Fletcher-Terry Company, LLC	MITRE-MITE	214933	1998-12-28
Costa Rica	The Fletcher-Terry Company, LLC	MITRE-MITE	113322	1999-04-23
Ecuador	The Fletcher-Terry Company, LLC	MITRE-MITE	5302	2000-08-10
Guatemala	The Fletcher-Terry Company, LLC	MITRE-MITE	99303	1999-09-24
Mexico	The Fletcher-Terry Company, LLC	MITRE-MITE	576311	1998-05-14
Venezuela	The Fletcher-Terry Company, LLC	MITRE-MITE	P211249	1999-04-20
United States	The Fletcher-Terry Company, LLC	POWER TWIST	2551614	2002-03-26
China	The Fletcher-Terry Company, LLC	POWER TWIST	7000171	2010-06-07
European Union IPO	The Fletcher-Terry Company, LLC	POWER TWIST	1309640	2000-11-20
Thailand	The Fletcher-Terry Company, LLC	POWER TWIST	TM312112	2010-02-26
China	The Fletcher-Terry Company, LLC	ALFAMACCHINE	5666559	2010-06-07
European Union IPO	The Fletcher-Terry Company, LLC	ALFAMACCHINE	7357247	2009-10-07
India	The Fletcher-Terry Company, LLC	ALFAMACCHINE	1771469	2012-02-17
Italy	The Fletcher-Terry Company, LLC	ALFAMACCHINE	703096	1994-03-25
Russian Federation	The Fletcher-Terry Company, LLC	ALFAMACCHINE	413605	2010-07-15
Turkey	The Fletcher-Terry Company, LLC	ALFAMACCHINE	200863453	2008-11-03
China	The Fletcher-Terry Company, LLC	ALFAMACCHINE	5666560	2009-11-28

Thailand	The Fletcher-Terry Company, LLC	ALFAMACCHINE	TM314201	2010-04-30
China	The Fletcher-Terry Company, LLC	ALFAMACCHINE	4592656	2008-02-14
China	The Fletcher-Terry Company, LLC	ALFAMACCHINE	6993890	2010-06-07
China	The Fletcher-Terry Company, LLC	ALFAMACCHINE (Chinese characters)	4149631	2006-10-14
China	The Fletcher-Terry Company, LLC	ALFAMACCHINE (Chinese characters)	4149632	2006-10-28
China	The Fletcher-Terry Company, LLC	ALFAMACCHINE (stylized)	6993889	2010-06-14
United States	The Fletcher-Terry Company, LLC	ALFAMACCHINE	4,885,481	2016-01-12
United States	The Fletcher-Terry Company, LLC	ALFAMACCHINE	4,885,480	2016-01-12
United States	The Fletcher-Terry Company, LLC	ALFAMACCHINE	4,885,479	2016-01-12
United States	The Fletcher-Terry Company, LLC	FLETCHER 1100	2,069,755	1997-06-10

VIII. Trademark Applications

<u>Country</u>	<u>Registered Owner</u>	<u>Mark</u>	<u>Application Number</u>	<u>Date Filed</u>
Iran	The Fletcher-Terry Company, LLC	ALFAMACCHINE	87081118	2008-11-03
Thailand	The Fletcher-Terry Company, LLC	ALFAMACCHINE	713769	2008-11-06

IX. Trademark Licenses

None.