

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM515998

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WIREMASTERS, INC.		03/22/2019	Corporation: TENNESSEE
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A.		
Street Address:	3424 Peachtree Road		
Internal Address:	23rd Floor		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30326		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3604824	WIREMASTERS	
Registration Number:	3614263	WM WIREMASTERS	
Registration Number:	3604823	QUALITY IS NOT EXPENSIVE, IT IS PRICELES	
Registration Number:	3600792	MASTERFLIGHT	
Registration Number:	3600791	MASTERFLEX	
CORRESPONDENCE DATA			
Fax Number:			
<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:	6785537308		
Email:	bartlett@gtlaw.com		
Correspondent Name:	Greenberg Traurig, LLP		
Address Line 1:	3333 Piedmont Road NE		
Address Line 2:	Suite 2500		
Address Line 4:	Atlanta, GEORGIA 30305		
NAME OF SUBMITTER:	Victoria Bartlett		
SIGNATURE:	/s/ Victoria Bartlett		
DATE SIGNED:	03/26/2019		

CH \$140.00 3604824

Total Attachments: 6

source=Trademark Security Agreement (WireMasters)#page1.tif

source=Trademark Security Agreement (WireMasters)#page2.tif

source=Trademark Security Agreement (WireMasters)#page3.tif

source=Trademark Security Agreement (WireMasters)#page4.tif

source=Trademark Security Agreement (WireMasters)#page5.tif

source=Trademark Security Agreement (WireMasters)#page6.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, this “Trademark Security Agreement”) is made as of March 22, 2019, by and between WIREMASTERS, INC. (the “Grantor”), and JPMORGAN CHASE BANK, N.A. (the “Lender”), under the Credit Agreement referred to below.

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of even date herewith (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”) by and between the Grantor and Lender, Lender has agreed to make certain financial accommodations available to Grantor from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the Lender is willing to make the financial accommodations to Grantor as provided for in the Credit Agreement, but only upon the condition, among others, that the Grantor shall have executed and delivered to Lender that certain Security Agreement dated as of even date herewith (including all annexes, exhibits, or schedules thereto, as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “Security Agreement”); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to the Lender this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.
2. Grant of Security Interest. Grantor does hereby grant to Lender a continuing security interest in all of Grantor’s right, title, and interest in and to all of the following (all of the following, being herein collectively referred to as the “Trademark Collateral”), whether presently existing or hereafter arising or acquired, to secure the payment of the Secured Obligations:
 - (a) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing (including, without limitation, each trademark listed on Schedule 1 attached hereto), together with (i) all renewals of the foregoing, (ii) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof, (iii) all rights to sue for past, present, and future infringements of the

foregoing, including the right to settle suits involving claims and demands for royalties owing, and (iv) all rights corresponding to any of the foregoing throughout the world;

(b) all licenses or similar arrangements of any of the foregoing, whether as licensee or licensor;

(c) all general intangibles at any time evidencing or relating to any of the foregoing, together with all books and records, computer files, programs, printouts, and other computer materials and records related thereto; and

(d) all products and proceeds of any of the foregoing.

For the avoidance of doubt, and notwithstanding any term or provision in this Trademark Security Agreement to the contrary, the term "Trademark Collateral" shall not include any application for trademark filed with the U.S. Patent and Trademark Office (the "USPTO") pursuant to 15 U.S.C. § 1051(b)(1) and for which a form (each such form, a "Form") evidencing use of any such trademark in interstate commerce has not been filed with the USPTO pursuant to 15 U.S.C. §§ 1051(c)(1) or 1051(d)(1). The term "Trademark Collateral" shall include any trademark for which a Form has been filed with the USPTO.

3. Authorization to Supplement. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give notice to Lender in accordance with, and to the extent required by Section 4.5(c) of the Security Agreement, with respect to any such new trademarks. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Lender unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Lender's continuing security interest in all Trademark Collateral, whether or not listed on Schedule I.

4. Termination. This Trademark Security Agreement shall remain in effect until termination of the Security Agreement in accordance with Section 8.13 thereof.

5. Miscellaneous. This security interest is granted in conjunction with the security interest granted to Lender pursuant to the Security Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement and the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. The terms and provisions hereof are in addition to, and not in limitation of or limited by, those of the Security Agreement, the Credit Agreement, and the other Loan Documents. The attached Schedule I is incorporated herein by reference for all purposes. **THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK AND THE UNITED STATES OF AMERICA, INCLUDING WITHOUT LIMITATION, THE UNITED STATES PATENT AND TRADEMARK LAWS.** This Trademark Security Agreement shall be binding upon Grantor, and the trustees, receivers, successors and assigns of Grantor, including all successors in interest of Grantor in and to all or any part of the Trademark Collateral,

and shall benefit Lender and its successors and permitted assigns. If any provision of this Trademark Security Agreement is held to be illegal, invalid, or unenforceable under present or future laws, the legality, validity, and enforceability of the remaining provisions of this Trademark Security Agreement shall not be affected thereby, and this Trademark Security Agreement shall be liberally construed so as to carry out the intent of the parties to it. Except as expressly set forth in Section 3, this Trademark Security Agreement may be amended or modified only with the written consent of each party hereto. So long as no Event of Default has occurred and is continuing, without the prior written consent of Grantor, Lender may not assign this Trademark Security Agreement or its rights and obligations hereunder other than in connection with, and to the same assignee pursuant to an assignment of its rights and obligations under the Credit Agreement, pursuant to the terms thereof. This Trademark Security Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same agreement, and any of the parties hereto may execute this Trademark Security Agreement by signing any such counterpart. The section headings appearing in this Trademark Security Agreement have been inserted for convenience only and shall be given no substantive meaning or significance whatever in construing the terms and provisions of this Trademark Security Agreement.

[Continued on following page.]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

WIREMASTERS, INC.

By: *David C. Hill*

Name: David C. Hill

Title: President and Chief Executive Officer

[WIREMASTERS—TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 006600 FRAME: 0954

LENDER:

JPMORGAN CHASE BANK, N.A.

By: *Eric Anderson*

Name: Eric Anderson


Title: Authorized Officer

[WIREMASTERS—TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 006600 FRAME: 0955

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARKS

Grantor	Trademark	Registration Date	Registration Number	Jurisdiction
WireMasters, Inc.	WIREMASTERS	April 14, 2009	3604824	US
WireMasters, Inc.		May 5, 2009	3614263	US
WireMasters, Inc.	QUALITY IS NOT EXPENSIVE, IT IS PRICELESS	April 14, 2009	3604823	US
WireMasters, Inc.	MASTERFLIGHT	April 7, 2009	3600792	US
WireMasters, Inc.	MASTERFLEX	April 7, 2009	3600791	US

TRADEMARK APPLICATIONS

NONE

TRADEMARK LICENSES

Loan Party/Subsidiary	Licensor/Licensee	Trademark Name	Description of Licensing Agreement
WireMasters, Inc.	Licensee	GORE	Distribution purposes
WireMasters, Inc.	Licensee	Radiall	Distribution purposes