

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM580661

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
T. D. Williamson, Inc.		06/10/2020	Corporation: OKLAHOMA
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A, as Administrative Agent		
Street Address:	10 South Dearborn		
Internal Address:	Floor L2		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 20			
Property Type	Number	Word Mark	
Registration Number:	646338	LOCK-O-RING	
Registration Number:	732451	SHORTSTOPP	
Registration Number:	757159	SHORTCUTT	
Registration Number:	787423	WEDGE-LOCK	
Registration Number:	874197	STOPPLE	
Registration Number:	890766	TDW	
Registration Number:	936049	PIG SIG	
Registration Number:	1095781	KALIPER	
Registration Number:	1112986	TDW	
Registration Number:	1207841	SANDWICH	
Registration Number:	1248140	VANTAGE	
Registration Number:	1967444	ROUGH RIDER	
Registration Number:	2386880	REALSEAL	
Registration Number:	3528861	RES-Q	
Registration Number:	3197249	V-JET	
Registration Number:	3295051	X-PIG	
Registration Number:	3442394	SMARTTRAP	
Registration Number:	3663737	SMARTPLUG	

CH \$515.00 646338

Property Type	Number	Word Mark
Registration Number:	4290258	SPIRALL
Serial Number:	88336264	PROSTOPP

CORRESPONDENCE DATA

Fax Number: 2147455390

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: 2147455612

Email: ngraham@winstead.com

Correspondent Name: Nancy Graham c/o WINSTEAD PC

Address Line 1: 2728 N. Harwood Street

Address Line 2: Suite 500

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER: 13312.657

NAME OF SUBMITTER: Nancy Graham

SIGNATURE: /Nancy Graham/

DATE SIGNED: 06/10/2020

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of June 10, 2020 (this “Trademark Security Agreement”), is made by T. D. Williamson, Inc., an Oklahoma corporation (the “Grantor”), and JPMorgan Chase Bank, N.A., in its capacity as collateral agent (the “Collateral Agent”).

RECITALS

The Grantor and certain subsidiaries of the Grantor are parties to the First Amended and Restated Pledge and Security Agreement of even date herewith, in favor of the Collateral Agent (the “Security Agreement”), pursuant to which the Grantor is required to execute this Copyright Security Agreement.

ACCORDINGLY, the Grantor and the Collateral Agent, on behalf of the Secured Parties, hereby agree as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, hereby pledges to the Collateral Agent, and hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in the following Collateral of the Grantor (the “Trademark Collateral”):

(a) all of its Trademarks and all Trademark licenses providing for the grant by or to the Grantor of any right under any Trademark, including those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof. Notwithstanding the foregoing, there shall be no security interest or Lien on any Trademark application that is filed on an “intent-to-use” basis (until such time as a statement of use is filed with respect to such application and duly accepted by the United States Patent and Trademark Office).

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 pursuant to the Security Agreement and the Grantor hereby acknowledges and agrees 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 conflicts with any provision of the Security Agreement, the Security Agreement shall govern.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks subject to a security interest hereunder.

Section 5. Security Agreement. This Trademark Security Agreement is in addition to and not a restatement, novation, or release of any other trademark security agreement between the Grantor and the Collateral Agent

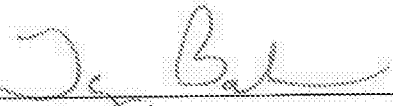
Section 6. Governing Law. **THIS TRADEMARK SECURITY AGREEMENT AND ALL MATTERS RELATING HERETO (WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.** In addition, the provisions of Sections 7.15, 7.17, 7.18, 7.19, 7.20 and 8.1 of the Security Agreement are incorporated herein by reference, *mutatis mutandis*.

[SIGNATURE PAGES FOLLOW]

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


GRANTOR:

T. D. WILLIAMSON, INC.

By: 
Name: Tory Baker
Title: Vice President, Chief Financial Officer
and Treasurer

COLLATERAL AGENT:

JPMORGAN CHASE BANK, N.A.

By: 
Name: Ryan Aman
Title: Authorized Officer

SCHEDULE 1

TO

TRADEMARK SECURITY AGREEMENT

Mark	Country	Status	App. No.	Filing Date	Reg. No.	Reg. Date
LOCK-O-RING	US	Registered	72/016,983	Oct. 04, 1956	646338	Jun. 04, 1957
SHORTSTOPP	US	Registered	72/124,246	Jul. 18, 1961	732451	Jun. 05, 1962
SHORTCUTT	US	Registered	72/145,226	May 22, 1962	757159	Sep. 24, 1963
WEDGE-LOCK	US	Registered	72/198,246	Jul. 20, 1964	787423	Mar. 30, 1965
STOPPLE	US	Registered	72/278,261	Aug. 14, 1967	874197	Aug. 5, 1969
TDW & Design	US	Registered	72/306,290	Aug. 29, 1968	890766	May 12, 1970
PIG SIG	US	Registered	72/368,960	Aug. 24, 1970	936049	Jun. 20, 1972
KALIPER	US	Registered	73/108,530	Dec. 06, 1976	1095781	Jul. 11, 1978
TDW & Design	US	Registered	73/118,663	Mar. 11, 1977	1112986	Feb. 13, 1979
SANDWICH	US	Registered	73/302,327	Mar. 23, 1981	1207841	Sep. 14, 1982
VANTAGE	US	Registered	73/302,328	Mar. 23, 1981	1248140	Aug. 16, 1983
ROUGH RIDER	US	Registered	74/581,351	Oct. 03, 1994	1967444	Apr. 09, 1996
REALSEAL	US	Registered	75/507,468	Jun. 23, 1998	2386880	Sep. 19, 2000
RES-Q	US	Registered	77/352,372	Dec. 14, 2007	3528861	Nov. 04, 2008
V-JET	US	Registered	78/332,150	Nov. 24, 2003	3197249	Jan. 09, 2007
X-PIG	US	Registered	78/689,271	Aug. 10, 2005	3295051	Sep. 18, 2007
SMARTTRAP	US	Registered	78/694,550	Aug. 17, 2005	3442394	Jun. 03, 2008
SMARTPLUG	US	Registered	78/884,997	May 16, 2006	3663737	Aug. 04, 2009
SPIRALL	US	Registered	85/596,275	April 12, 2012	4290258	Feb. 12, 2013
PROSTOPP	US	Pending	88/336,264	Mar. 12, 2019		