

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM641408

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
WT Products, LLC		03/10/2021	Limited Liability Company: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of America, N.A.		
<b>Street Address:</b>	901 Main Street, 11th Floor		
<b>Internal Address:</b>	Mailcode #TX1-492-11-23		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75202		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5506745	FUNKLOK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2142000853		
<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>			
<b>Phone:</b>	2109787487		
<b>Email:</b>	venisa.dark@haynesboone.com		
<b>Correspondent Name:</b>	Venisa Dark, Haynes and Boone LLP		
<b>Address Line 1:</b>	2323 Victory Avenue, Suite 700		
<b>Address Line 4:</b>	Dallas, TEXAS 75219		
<b>ATTORNEY DOCKET NUMBER:</b>	17997.2063_LegrandM		
<b>NAME OF SUBMITTER:</b>	Venisa Dark		
<b>SIGNATURE:</b>	/Venisa Dark/		
<b>DATE SIGNED:</b>	04/22/2021		
<b>Total Attachments: 5</b>			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of March 10, 2021, is made by **WT PRODUCTS, LLC**, a Texas limited liability company ("Grantor"), in favor of **BANK OF AMERICA, N.A.** (together with its successors and permitted assigns, the "Lender").

WITNESSETH:

WHEREAS, pursuant to the Loan, Security and Guaranty Agreement, dated as of October 22, 2018 (as previously amended, including pursuant to the Third Amendment (as defined below) and as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), by and among Flatland Holdings, LLC, a Texas limited liability company ("FHL"), the other Borrowers and Guarantors from time to time party thereto and the Lender; the Lender has agreed to make extensions of credit to FHL upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to the that certain Consent, Joinder and Third Amendment to Loan, Security and Guaranty Agreement dated as of the date hereof (the "Third Amendment"), Grantor has become a "Guarantor" and an "Obligor" under the Loan Agreement and is required to execute and deliver this Trademark Security Agreement to the Lender.

NOW, THEREFORE, in consideration of the premises and to induce the Lender to enter into the Third Amendment, Grantor hereby agrees with Lender as follows:

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

Section 2. Grant of Security Interest in Trademark Collateral. 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 of the Obligors, hereby mortgages, pledges and hypothecates to the Lender, and grants to the Lender a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the "Trademark Collateral"):

(a) all of its trademarks and all licenses providing for the grant by or to Grantor of any right under any trademark, including, without limitation, 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, without limitation, 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.

Section 3. Loan Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Lender pursuant to the Third Amendment and the Loan Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. 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 prompt notice in writing to the Lender with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section 4, Grantor hereby authorizes the Lender unilaterally to modify this Trademark Security Agreement by amending Schedule 1 to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule 1 shall in any way affect, invalidate or detract from the Lender's continuing security interest in all Collateral, whether or not listed on Schedule 1.

Section 5. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the Trademark Collateral subject to a security interest hereunder.


Section 6. Counterparts. This Trademark Security Agreement 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. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement by fax or other electronic transmission (e.g., “.pdf”) shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

Section 7. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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

**WT PRODUCTS, LLC,**  
as Grantor

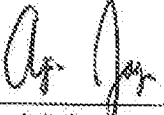
By:  \_\_\_\_\_

Name: Jim Collet

Title: President and Chief Executive Officer

ACCEPTED AND AGREED  
as of the date first above written:

**BANK OF AMERICA, N.A.,**  
as Lender

By:   
\_\_\_\_\_  
Ajay Jagsi, Vice President

SCHEDULE 1  
TO  
TRADEMARK SECURITY AGREEMENT

1. REGISTERED TRADEMARKS

MARK	COUNTRY	OWNER	GOODS	REG. NO.
FUNKLOK	US	WT Products, LLC	IC 006: Metal pipe couplings and joints used for fluid control systems	5,506,745

2. TRADEMARK APPLICATIONS

None

3. LICENSES

Mark	Country	Owner	Goods	Reg. No.
TITUS	US	Titus Group, Inc.	<p>IC 006: Metal pipe couplings and joints; Pipe coupling of metal; Building materials, namely, metal pipes, metal expansion joints for piping and ducting, metal pipe nipples, and metal pipe couplings; Metal pipe fittings; Metal valves not being parts of machines.</p> <p>IC 035: Supply chain management services; Business management consultancy in the field of supply chain management; Transportation logistics services, namely, planning and scheduling shipments for users of transportation services; Business management consultation in the field of transportation logistics; Business management in the field of transport and delivery; Business management services, namely, managing logistics, reverse logistics, supply chain services, supply chain visibility and synchronization, supply and demand forecasting and product distribution processes for others; Business consulting services relating to product distribution, operations management services, logistics, reverse logistics, supply chain, and production systems and distribution solutions.</p>	6,220,759