

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM658694

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TRIANGLE TOOL, LLC		06/14/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	FIFTH THIRD BANK, NATIONAL ASSOCIATION		
Street Address:	222 N. Riverside Plaza		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60608		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1342058	TRIANGLE TOOL	
Registration Number:	1331728	TT	
CORRESPONDENCE DATA			
Fax Number:	2158325619		
<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:	2155695619		
Email:	pecsenye@blankrome.com		
Correspondent Name:	Timothy D. Pecsénye (156735-00101)		
Address Line 1:	One Logan Square		
Address Line 2:	8th Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	156735-00101		
NAME OF SUBMITTER:	Timothy D. Pecsénye		
SIGNATURE:	/Timothy D. Pecsénye/		
DATE SIGNED:	07/08/2021		
Total Attachments: 5			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "Agreement") is made as of this 14th day of June, 2021 by **TRIANGLE TOOL, LLC**, a Delaware limited liability company ("Grantor"), in favor of FIFTH THIRD BANK, NATIONAL ASSOCIATION ("Lender").

W I T N E S S E T H

WHEREAS, Grantor and TRIANGLE TOOL HOLDINGS, LLC, a Delaware limited liability company ("Holdings"), have entered into that certain Credit Agreement dated as of the date hereof with Lender (as amended, restated, supplemented, or replaced from time to time, the "Credit Agreement"), providing for the extensions of credit to be made to Borrower by Lender;

WHEREAS, pursuant to the Guaranty and Security agreement, dated as of the date hereof, made by Grantor and Holdings in favor of Lender, Grantor has granted to Lender, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Intellectual Property (as defined in the Credit Agreement) of Grantor, to secure the payment of the Obligations under the Credit Agreement;

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

1. Incorporation of Credit Agreement. The Credit Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference. All terms capitalized but not otherwise defined herein shall have the same meanings ascribed to them in the Credit Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations under the Credit Agreement, Grantor hereby grants to Lender, a continuing security interest in Grantor's entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark listed on Schedule 1 annexed hereto (the "Trademarks"), together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

3. Recordation. Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement with the United States Patent and Trademark Office.

4. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may


execute this Agreement by signing and delivering one or more counterparts. Delivery by facsimile or electronic transmission shall bind the parties hereto.

5. Governing Law. This Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise shall be governed by and construed in accordance with the laws of the State of Illinois.

[Signatures to appear on following page]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

TRIANGLE TOOL, LLC

By: 
Name: J. David Foster
Title: Vice President and Assistant Secretary

Agreed and Accepted
As of the Date First Written Above

FIFTH THIRD, NATIONAL ASSOCIATION,

By: 

Name: Thomas W. Ryan

Title: SVP

SCHEDULE 1

Trademarks

Owner	Word Mark	Jurisdiction	Registration Number
Triangle Tool, LLC	TRIANGLE TOOL	USA	1342058
Triangle Tool, LLC	TT	USA	1331728