TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM674063

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ERCO Worldwide LP		09/08/2021	Limited Partnership:

RECEIVING PARTY DATA

Name:	THE TORONTO-DOMINION BANK
Street Address:	66 Wellington Street West
Internal Address:	TD Tower 9th floor
City:	Toronto
State/Country:	CANADA
Postal Code:	M5K1A2
Entity Type:	Chartered Bank: CANADA

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	0710060	ERCO
Registration Number:	1158681	ERCO
Registration Number:	1173915	R3
Registration Number:	1385716	ERCOCIDE
Registration Number:	1410146	R3H
Registration Number:	1440439	R8
Registration Number:	1874937	ERCO
Registration Number:	1876488	R5
Registration Number:	1914753	R7
Registration Number:	1917074	R10
Registration Number:	2726118	R11
Registration Number:	3006804	ERCO R101
Registration Number:	3197047	ERCO SMARTS
Registration Number:	3317227	ERCO WORLDWIDE
Registration Number:	5903221	ERCOPURE
Serial Number:	90651239	

OP $415.00 0710060

CORRESPONDENCE DATA

Fax Number: 4168657380

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: 4168657697

Email: jkkim@torys.com

Correspondent Name: Torys LLP

Address Line 1: 79 Wellington St. W.

Address Line 2: 30th Floor, Box 270

Address Line 4: Toronto, CANADA M5K 1N2

NAME OF SUBMITTER:	Julie Kim
SIGNATURE:	/Julie Kim/
DATE SIGNED:	09/13/2021

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "**Agreement**"), dated as of September 8th 2021 is made by ERCO WORLDWIDE LP ("**Grantor**") in favor of THE TORONTO-DOMINION BANK, in its capacity as administrative agent (together with its successors and assigns, the "**Agent**"), on behalf of (i) itself, as Agent, and (ii) the Lenders, Hedge Lenders and Service Lenders (as such terms are defined in the Credit Agreement referred to below).

WHEREAS, the Grantor owns the Trademarks (as hereinafter defined) set out in Schedule 1 annexed hereto;

AND WHEREAS, the Grantor and the Agent are parties to a Senior Secured Credit Agreement dated April 16, 2021 (as amended, extended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"). Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Credit Agreement;

AND WHEREAS, as security for its obligations under the Loan Documents, Eligible Hedging Agreements and Other Secured Agreements (together with each addendum thereto) the Grantor has agreed to grant to the Agent a security interest in the Trademark Collateral (as defined below) and to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Agent a security interest in all of the Grantor's right, title and interests in the trademarks (including service marks), slogans, logos, designs, certification marks, trade dress, corporate names, trade names, domain names or other indicia of source, whether registered or unregistered, owned by, assigned to, or in the case of intent-to-use trademarks, held for use by the Grantor and all registrations and applications for the foregoing in the United States ("**Trademarks**"), including those trademark registrations and applications listed on Schedule 1 annexed hereto, together with any and all of the Grantor's right, title and interests in (i) rights and privileges arising under applicable requirements of law with respect to such Grantor's use of any of the foregoing, (ii) goodwill associated therewith, (iii) continuations, extensions and renewals thereof and amendments thereto, (iv) income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements, dilutions or violations thereof or unfair competition therewith, (v) rights corresponding thereto throughout the world and (vi) rights to sue for past, present and future infringements, dilutions or violations thereof or unfair competition therewith "**Trademark Collateral**").

Grantor hereby authorizes and requests that the United States Patent and Trademark Office record this Trademark Security Agreement.

This security interest is granted in conjunction with the security interests granted to the Agent pursuant to that certain pledge and security agreement dated as of April 16, 2021, between, among others, the Grantor and the Agent (the "**Pledge and Security Agreement**"). The parties do hereby further acknowledge and affirm that the rights and remedies of the parties with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this

Agreement and the terms of the Pledge and Security Agreement, the terms of the Pledge and Security Agreement shall control.

This Agreement may be executed in counterparts, each of which will be deemed to be an original and which together will constitute one and the same agreement. Electronic delivery of an executed signature page to this Agreement by either party by electronic transmission will be as effective as delivery of a manually executed copy of the Agreement by such party.

This Agreement shall, except to the extent that the laws of another jurisdiction apply to the Trademarks or any part thereof, be governed by and construed in accordance with the internal laws of the State of New York, without regard to conflicts of law principles.

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

ERCO WORLDWIDE LP, by its general partner, ERCO INC.

By: DocuSigned by: Ed Bechberger C352984E8ED746D... DocuSigned by: John Engelen C424918D5AA941D...

Name: Ed Bechberger John Engelen

Title: President Vice President M&A

Acknowledged:
THE TORONTO-DOMINION BANK, as Agent

By: _____

Name:

Title:

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

ERCO WORLDWIDE LP, by its general partner, ERCO INC.

By: _____
Name:
Title:

Acknowledged:
THE TORONTO-DOMINION BANK, as Agent

By: _____
Name: Neda Heidarpour
Title: Loan Syndications- Agency

Schedule 1 – United States Trademarks

Title	Application No.	Trademark No.
ERCO	72/088,462	710060
ERCO	73/226,507	1158681
R3	73/233,073	1173915
ERCOCIDE	73/544,970	1385716
R3H	73/544,837	1410146
R8	73-535037	1440439
ERCO	74/450,800	1874937
R5	74/407,121	1876488
R7	74/407,137	1914753
R10	74/194,313	1917074
R11	74/363,852	2726118
ERCO R101	76/167,403	3006804
ERCO SMARTS	76/138,268	3197047
ERCO WORLDWIDE	78/681,715	3317227
ERCOPure	88/417,239	5903221
	90/651239	Not yet registered