

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM716741

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Nelson Global Products, Inc.		09/23/2021	Corporation: INDIANA
Tru-Flex, LLC		09/23/2021	Limited Liability Company: INDIANA
RECEIVING PARTY DATA			
Name:	BMO Harris Bank N.A.		
Street Address:	111 West Monroe		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	1139392	NELSON	
Registration Number:	3934880	HARMONY	
Registration Number:	5350907	CUSTOM-FLEX	
Registration Number:	2458013	POLY-LOCK	
Registration Number:	1864521	POWERFLEX	
Registration Number:	5487646	READY-HOSE	
Registration Number:	5861807	TF	
Registration Number:	4937566	TF	
Registration Number:	1732451	TF TRU-FLEX METAL HOSE LLC SINCE 1962	
Registration Number:	4480280	TRU-FLEX	
Registration Number:	5851244	TRU-FLEX	
Registration Number:	4942160	TF TRU-FLEX FLEXIBLE EXHAUST PRODUCTS	
Registration Number:	5336045	TF TRU-FLEX FLEXIBLE METAL HOSE PRODUCTS	
Registration Number:	1676555	TRU-LITE	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Email: smartinez@mcguirewoods.com
Correspondent Name: Stephanie Martinez
Address Line 1: 800 E Canal Street
Address Line 4: Richmond, VIRGINIA 23219

NAME OF SUBMITTER:	Stephanie Martinez
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SIGNATURE:	/Stephanie Martinez/
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DATE SIGNED:	03/25/2022
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Total Attachments: 6

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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT, dated as of September 23, 2021, is made by **NELSON GLOBAL PRODUCTS, INC.**, an Indiana corporation ("**NGP**"), and **TRU-FLEX, LLC**, an Indiana limited liability company ("**Tru-Flex**") (each a "**Grantor**" and, collectively, the "**Grantors**"), in favor of **BMO HARRIS BANK N.A.**, as administrative agent (in such capacity, together with its successors and permitted assigns, the "**Administrative Agent**") for the Lenders, Swing Line Lender and the Letter of Credit Issuer (each as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Amended and Restated Credit Agreement, dated on or about the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), among **NELSON INTERMEDIATE HOLDINGS CORP.**, a Delaware corporation ("**Holdings**"), **NGP**, **PEORIA TUBE FORMING CORP.**, an Illinois corporation ("**Peoria Tube**"), **TUBE SPECIALTIES CO., INC.**, an Oregon corporation ("**TSCO**"), **WATER WORKS MANUFACTURING, INC.**, a Delaware corporation ("**Water Works**"), Tru-Flex (together with Holdings, NGP, Peoria Tube, TSCO and Water Works, collectively, the "**Borrowers**"), and **NELSON MIDCO CORP.**, a Delaware corporation ("**MidCo**") (together with the Borrowers, each a "**Credit Party**" and, collectively, the "**Credit Parties**"), the Lenders from time to time party thereto and Administrative Agent, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, all of the Credit Parties are party to that certain Amended and Restated and Security Agreement of even date herewith in favor of the Administrative Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**") pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, Swing Line Lender, the Letter of Credit Issuer and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders, Swing Line Lender and the Letter of Credit Issuer to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Administrative Agent 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. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "**Trademark Collateral**"):

(a) all of its Trademarks, 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.

Notwithstanding anything to the contrary, in no event shall the Trademark Collateral include any Excluded Property and no security interest is granted in any Excluded Property.

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 Administrative Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative 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.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions, in each case, as determined in such Grantor's reasonable business judgment, in connection with its Trademarks subject to a security interest hereunder.

Section 5. 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.


Section 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, EXCEPT AS REQUIRED BY MANDATORY PROVISIONS OF LAW AND EXCEPT TO THE EXTENT THAT THE VALIDITY AND PERFECTION OR THE PERFECTION AND THE EFFECT OF PERFECTION OR NON-PERFECTION OF THE SECURITY INTEREST CREATED HEREBY, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAW OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK.

[SIGNATURE PAGES FOLLOW]

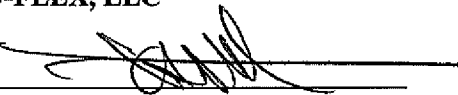
IN WITNESS WHEREOF, each Grantor has caused this Amended and Restated Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

NELSON GLOBAL PRODUCTS, INC.

By: 
Name: Sergio Cabada
Its: Chief Financial Officer

TRU-FLEX, LLC

By: 
Name: Sergio Cabada
Its: Chief Financial Officer

[Signatures continued on following page]

ACCEPTED AND AGREED
as of the date first above written:

BMO HARRIS BANK N.A.,
as Administrative Agent

By: *Elizabeth Mitchell*
Name: Elizabeth Mitchell
Its: Vice President

SIGNATURE PAGE TO A&R TRADEMARK SECURITY AGREEMENT

RECORDED: 03/25/2022

TRADEMARK
REEL: 007671 FRAME: 0078