

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM736870

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Weisser Distributing, Inc.		06/22/2022	Corporation: SOUTH DAKOTA
RECEIVING PARTY DATA			
Name:	Associated Bank, National Association		
Street Address:	501 E. 1st Street		
City:	Tea		
State/Country:	SOUTH DAKOTA		
Postal Code:	57064		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 31			
Property Type	Number	Word Mark	
Serial Number:	97358308	CRAFTYBOOK	
Serial Number:	97324114	GET OUT!	
Serial Number:	97044417	SDS	
Serial Number:	97028254	SPEC101	
Serial Number:	97171086	REDLINE CANYON	
Serial Number:	97102323	ACORN BABY	
Serial Number:	97102235	TACTICAL45	
Serial Number:	97041543	FELLED	
Serial Number:	90733567	JC HIGGINS	
Serial Number:	90687267	TOOL DEALS	
Serial Number:	88379858	RURAL365	
Registration Number:	6267876	LOT45	
Registration Number:	6186938	MARKETPLACE PROS	
Registration Number:	6001875	JIGITZ	
Registration Number:	6001873	JIGITZ	
Registration Number:	5987657	MIMU	
Registration Number:	5939196	BISUPPLY	
Registration Number:	5915897	MONDO MEDICAL	
Registration Number:	5748881	BOB'S INDUSTRIAL SUPPLY	

OP \$790.00 97358308

Property Type	Number	Word Mark
Registration Number:	5709522	MONMED
Registration Number:	6208225	GET OUT!
Registration Number:	5932935	DUMBLE
Registration Number:	5529109	DEADWOOD CRAFTED TOOLS
Registration Number:	5529106	DCT
Registration Number:	5529104	DEADWOOD CRAFTED TOOLS
Registration Number:	5365146	PATIO PONG
Registration Number:	5364538	7PENN
Registration Number:	5178244	REDNECK CONVENT
Registration Number:	5191239	G FRANCIS
Registration Number:	4702820	ABN AUTOBODYNOW
Registration Number:	4698755	ABN

CORRESPONDENCE DATA

Fax Number: 2158325619

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: 2155695619

Email: timothy.pecsenye@blankrome.com

Correspondent Name: Timothy D. Pecsénye (164393-01000)

Address Line 1: One Logan Square

Address Line 2: 8th Floor

Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER: 164393-01000

NAME OF SUBMITTER: Timothy D. Pecsénye

SIGNATURE: /Timothy D. Pecsénye/

DATE SIGNED: 06/24/2022

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of this 22nd day of June, 2022, by and between the Grantor listed on the signature page hereof (the "Grantor"), and ASSOCIATED BANK, NATIONAL ASSOCIATION ("Lender").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Credit Agreement") among Weisser Distributing, Inc., a South Dakota corporation, Marketplace Pros LLC, a South Dakota limited liability company, and each other person party thereto as a borrower from time to time, and Lender, the Lender agreed to make certain financial accommodations available to Grantor from time to time pursuant to the terms and conditions thereof;

WHEREAS, pursuant to the Credit Agreement, Grantor is required to execute and deliver to Lender this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. The Grantor hereby grants to Lender a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of such Grantor's trademarks, trademark applications, service marks, trade names, mask works and associated goodwill (collectively, "Trademarks"), and licenses for any of the foregoing ("Licenses"), including those referred to on Schedule I hereto;

(b) all reissues, continuations, continuations-in-part, substitutes, extensions or renewals of and improvements on the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement or dilution of any Trademark or any Trademark licensed under any License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secure the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantor to Lender, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

4. CREDIT AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Credit Agreement. Grantor and Lender hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new Trademarks or Licenses for Trademarks, this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Lender with respect to any such new Trademarks or Licenses for Trademarks. Without limiting Grantor's obligations under this Section 5, Grantor hereby authorizes Lender unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new Trademarks or Licenses for Trademarks of Grantor. Lender will endeavor to furnish the Grantor with notice promptly following any such modification to this Trademark Security Agreement; provided that the failure to give any such notice shall not constitute a default or breach by Lender of this Trademark Security Agreement, affect the enforceability of such modification or limit or otherwise affect Lender's rights under this Agreement or any such modification. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Lender's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. GOVERNING LAW. This Assignment will be governed by and be construed in accordance with the laws of the State of Minnesota, without regard to conflict of laws principles.

8. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any Loan Document refer to this Trademark Security Agreement or such Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any Loan Document to any agreement, instrument, or document shall

include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full, in accordance with the terms of the Credit Agreement, of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, each 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.

GRANTOR:

WEISSER DISTRIBUTING, INC.

By: 


Name: Michael Childers

Title: President

[Signature Page to Trademark Security Agreement]

ACCEPTED AND
ACKNOWLEDGED BY:

**ASSOCIATED BANK, NATIONAL
ASSOCIATION**

By: 
Name: Keith Contole
Title: Senior Vice President

[Signature Page to Trademark Security Agreement]

**TRADEMARK
REEL: 007761 FRAME: 0805**

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademarks

Mark Name	Grantor	Reg. Date (App. Date)	Reg. No. (App. No.)
CRAFTYBOOK	Weisser Distributing, Inc.	(April 12, 2022)	(97358308)
GET OUT!	Weisser Distributing, Inc.	(March 22, 2022)	(97324114)
SDS	Weisser Distributing, Inc.	(September 24, 2021)	(97044417)
SPEC101	Weisser Distributing, Inc.	(September 15, 2021)	(97028254)
REDLINE CANYON	Weisser Distributing, Inc.	(December 14, 2021)	(97171086)
ACORN BABY	Weisser Distributing, Inc.	(November 1, 2021)	(97102323)
TACTICAL45	Weisser Distributing, Inc.	(November 1, 2021)	(97102235)
FELLED	Weisser Distributing, Inc.	(September 23, 2021)	(97041543)
JC HIGGINS	Weisser Distributing, Inc.	(May 25, 2021)	(90733567)
TOOL DEALS	Weisser Distributing, Inc.	(May 3, 2021)	(90687267)
RURAL365	Weisser Distributing, Inc.	(April 10, 2019)	(88379858)
LOT45	Weisser Distributing, Inc.	February 9, 2021	6267876
MARKETPLACE PROS	Weisser Distributing, Inc.	October 27, 2020	6186938
	Weisser Distributing, Inc.	March 3, 2020	6001875
JIGITZ	Weisser Distributing, Inc.	March 3, 2020	6001873
MIMU	Weisser Distributing, Inc.	February 18, 2020	5987657
BISUPPLY	Weisser Distributing, Inc.	December 17, 2019	5939196
MONDO MEDICAL	Weisser Distributing, Inc.	November 19, 2019	5915897
BOB'S INDUSTRIAL SUPPLY	Weisser Distributing, Inc.	May 14, 2019	5748881
MONMED	Weisser Distributing, Inc.	March 26, 2019	5709522

Mark Name	Grantor	Reg. Date (App. Date)	Reg. No. (App. No.)
	Weisser Distributing, Inc.	December 1, 2020	6208225
DUMBLE	Weisser Distributing, Inc.	December 10, 2019	5932935
	Weisser Distributing, Inc.	July 31, 2018	5529109
DCT	Weisser Distributing, Inc.	July 31, 2018	5529106
DEADWOOD CRAFTED TOOLS	Weisser Distributing, Inc.	July 31, 2018	5529104
PATIO PONG	Weisser Distributing, Inc.	December 26, 2017	5365146
7PENN	Weisser Distributing, Inc.	December 26, 2017	5364538
REDNECK CONVENT	Weisser Distributing, Inc.	April 4, 2017	5178244
G FRANCIS	Weisser Distributing, Inc.	April 25, 2017	5191239
	Weisser Distributing, Inc.	March 17, 2015	4702820
ABN	Weisser Distributing, Inc.	March 10, 2015	4698755

Signature Page to Trademark Security Agreement