

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM739860

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JBW HOLDINGS, LLC		06/03/2022	Limited Liability Company: COLORADO
JP HERCULINER HOLDINGS, LLC		06/03/2022	Limited Liability Company: GEORGIA
JBW Fiber Fix Holdings, LLC		06/03/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	COMERICA BANK		
Street Address:	1717 Main Street		
Internal Address:	6th Floor		
City:	DALLAS		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	3955919	PERMA-LOCK	
Registration Number:	1897915	WATERWELD	
Registration Number:	4755629	WATERWELD	
Registration Number:	1895771	JB KWIK	
Registration Number:	1300056	J-B WELD	
Registration Number:	2032175	JB WELD	
Registration Number:	4869402	J-B WELD	
Registration Number:	1008265	J-B WELD	
Registration Number:	2615658	HERCULINER	
Registration Number:	2421309		
Registration Number:	4609531	FIBERFIX	
Registration Number:	4548097	FIBER FIX	
Registration Number:	5163334	100X STRONGER THAN DUCT TAPE	
Registration Number:	5351580	10X	

CH \$415.00 3955919

Property Type	Number	Word Mark
Registration Number:	5212558	HARDENS LIKE STEEL
Registration Number:	5351579	SATURDAY SAVED

CORRESPONDENCE DATA

Fax Number: 2147455390
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: 2147455612
Email: ngraham@winstead.com
Correspondent Name: Nancy Graham c/o WINSTEAD PC
Address Line 1: 2728 N. Harwood Street
Address Line 2: Suite 500
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	3134-1830
NAME OF SUBMITTER:	Nancy Pierce Graham
SIGNATURE:	/Nancy Pierce Graham/
DATE SIGNED:	07/08/2022

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (the “Agreement”) is entered into as of June 3, 2022 by and among Comerica Bank, as administrative agent (in such capacity, the “Agent”), and each of the undersigned hereto listed as a grantor (individually and collectively, “Grantor”).

RECITALS

A. Agent and certain lenders (the “Lenders”) have agreed to make certain advances of money and to extend certain financial accommodation to JBW HOLDINGS, LLC, a Colorado limited liability company (“Borrower”) (the “Loans”) in the amounts and manner set forth in that certain Credit Agreement by and among Borrower, Lenders and Agent dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the “Credit Agreement”; capitalized terms used herein are used as defined in the Credit Agreement).

B. Concurrently with the Credit Agreement, the Grantor has granted liens in its assets to Agent, as collateral agent for the Lenders, pursuant to that certain Security Agreement dated as of the date hereof (the “Security Agreement”).

C. Lenders are willing to make the Loans to Borrower, but only upon the condition, among others, that Grantor shall grant to Agent for the benefit of the Lenders a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Borrower under the Credit Agreement.

D. Pursuant to the terms of the Security Agreement, Grantor has granted to Agent a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Credit Agreement and all other agreements now existing or hereafter arising between Grantor and Agent, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Credit Agreement and under any other agreement now existing or hereafter arising by and among Agent, Lenders and Borrowers, Grantor grants and pledges to Agent for the benefit of the Lenders a security interest in all of Grantor’s right, title and interest in, to and under its Intellectual Property Collateral (as defined in the Security Agreement) (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Agent under the Security Agreement. The rights and remedies of Agent with respect to the security interest granted hereby are in addition to those set forth in the Credit Agreement and the other Loan Documents, and those which are now or hereafter available to Agent as a matter of law or equity. Each right, power and remedy of Agent provided for herein or in the Credit Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Agent of any one or more of the rights, powers or remedies provided for in this Agreement, the Credit Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Agent, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights with respect to which there is an active registration or in connection with which Grantor has filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable, except for those abandoned or otherwise permitted by the Grantor to lapse.

This IP Security Agreement amends, restates, and supersedes in its entirety, without novation, that certain Intellectual Property Security Agreement dated as of October 12, 2018 by certain of the Grantors in favor of Comerica Bank, as lender (the "Prior IP Security Agreement"), as amended or otherwise modified from time to time, so as to preserve the perfection of the liens and security interest established by the Prior IP Security Agreement and nothing contained herein shall be deemed to alter or impair the liens and security interest established by the Prior IP Security Agreement, which liens and security interest remain in full force and effect with all priorities unchanged. The parties hereto do not intend this IP Security Agreement nor the transactions contemplated hereby to be, and this IP Security Agreement and the transactions contemplated hereby shall not be construed to be, a novation or extinguishment of any of the obligations owing by Debtor or any other Loan Party under or in connection with any of the Loan Documents. The parties agree that any reference to the Prior IP Security Agreement in any such Loan Document shall be deemed to be a reference to this IP Security Agreement.

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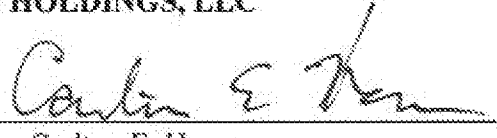
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

4994 Lower Roswell Road, Suite 9
Marietta, Georgia 30068

GRANTOR:

JBW HOLDINGS, LLC

By: 

Name: Carlton E. Hanson

Title: Chief Executive Officer

J-B WELD COMPANY, LLC

By: Carlton E. Hanson

Name: Carlton E. Hanson

Title: Chief Executive Officer

J-B WELD INTERNATIONAL CORPORATION

By: Carlton E. Hanson

Name: Carlton E. Hanson

Title: Chief Executive Officer

JBW RE HOLDINGS, LLC

By: Carlton E. Hanson

Name: Carlton E. Hanson

Title: Chief Executive Officer

JBW FIBER FIX HOLDINGS, LLC

By: Carlton E. Hanson

Name: Carlton E. Hanson

Title: Chief Executive Officer

JBW HERCULINER HOLDINGS, LLC

By: Carlton E. Hanson

Name: Carlton E. Hanson

Title: Chief Executive Officer

Address of Bank:

Comerica Bank

Fax: _____

Attn: _____

AGENT:

COMERICA BANK,
as Agent

By: 

Julie M. Anderson
Vice President

EXHIBIT A

Copyrights

JBW Fiber Fix Holdings, LLC

Title	Reg Number	Reg Date
FiberFix website	TX0008051105	10/3/2014
FiberFix Instructions	TX0007968040	10/3/2014
FiberFix Original Instructions	TX0007968039	10/3/2014
FiberFix Packaging	TX0007968036	10/3/2014
FiberFix Original Packaging	TX0007968034	10/3/2014

EXHIBIT B

Patents

JBW Fiber Fix Holdings, LLC

Title	Application Status	App Number	Pub Number	Pub Date	Pat Number	Issue Date
High Strength Adhesive Tape	Published	16/727776	US-2020-0139669	5/7/2020	N/A	N/A
UV Patch	Published	17/191575	US-2021-0189639	6/24/2021	N/A	N/A
UV PEN	Granted	29/532622	N/A	N/A	D791875	7/11/2017


EXHIBIT C

Trademarks


J-B Weld Company, LLC

Trademark Name	Design	Reg. Number	Reg Date
PERMA-LOCK		3955919	5/3/2011
WATERWELD		1897915	6/6/1995
WATERWELD		4755629	6/16/2015
JB KWIK and Design		1895771	5/30/1995
J-B WELD and Design		1300056	10/16/1984
J-B WELD and Design		2032175	1/21/1997
J-B WELD and Design		4869402	12/15/2015
J-B WELD		1008265	4/8/1975

JBW Herculiner Holdings, LLC

Trademark Name	Design	Reg. Number	Reg Date
HERCULINER		2615658	9/3/2002
Miscellaneous Design		2421309	1/16/2001

JBW Fiber Fix Holdings, LLC

Trademark Name	Design	Reg Number	Reg Date
FIBER FIX		4609531	9/23/2014
FIBER FIX		4548097	6/10/2014
100X STRONGER THAN DUCT TAPE		5163334	3/14/2017
10X		5351580	12/5/2017
HARDENS LIKE STEEL		5212558	5/30/2017
SATURDAY SAVED		5351579	12/5/2017