

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM752876

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Remke Industries, Inc.		08/31/2022	Corporation: ILLINOIS
Sealed Unit Parts Co., Inc.		08/31/2022	Corporation: NEW JERSEY
RECEIVING PARTY DATA			
Name:	ARES CAPITAL CORPORATION		
Street Address:	245 Park Avenue, 44th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	3671762	REMKE	
Registration Number:	2928954	BULLET	
Registration Number:	6426133	NAPCO	
Registration Number:	3198022	SUPCO	
Registration Number:	6549278	TRADEFOX	
Serial Number:	90062643		
Serial Number:	90062503	TFX	
Serial Number:	90062729	TFX	
Serial Number:	90062498	TRADEFOX	
CORRESPONDENCE DATA			
Fax Number:	2129692900		
<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:	212-969-3000		
Email:	ypan@proskauer.com		
Correspondent Name:	JP Prusakowski		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	Eleven Times Square		
Address Line 4:	New York, NEW YORK 10036-8299		

CH \$240.00 3671762

ATTORNEY DOCKET NUMBER:	11668-424
NAME OF SUBMITTER:	JP Prusakowski
SIGNATURE:	/JP Prusakowski/
DATE SIGNED:	09/01/2022

Total Attachments: 6

source=NSi - Remke Joinder - Trademark Security Agreement (executed)#page1.tif
source=NSi - Remke Joinder - Trademark Security Agreement (executed)#page2.tif
source=NSi - Remke Joinder - Trademark Security Agreement (executed)#page3.tif
source=NSi - Remke Joinder - Trademark Security Agreement (executed)#page4.tif
source=NSi - Remke Joinder - Trademark Security Agreement (executed)#page5.tif
source=NSi - Remke Joinder - Trademark Security Agreement (executed)#page6.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of August 31, 2022 (this “**Agreement**”), is made by each signatory hereto indicated as a “Grantor” (each, a “**New Grantor**” and together, the “**New Grantors**”) in favor of ARES CAPITAL CORPORATION, as Collateral Agent for the Secured Parties (in such capacity and together with its successors and permitted assigns in such capacity, the “**Agent**”).

WHEREAS, reference is made to that certain Pledge and Security Agreement, dated as of February 27, 2020 (as amended, restated, amended and restated, supplemented, waived or otherwise modified from time to time, the “**Security Agreement**”), by and among Wildcat IntermediateCo, Inc., a Delaware corporation (“**Holdings**”), Wildcat BuyerCo, Inc., a Delaware corporation (the “**Borrower**”), certain subsidiaries of the Borrower from time to time party thereto as grantors (collectively, the “**Existing Grantor Subsidiaries**”; the Existing Grantor Subsidiaries, together with Holdings and the Borrower, collectively, the “**Existing Grantors**” and each, an “**Existing Grantor**”) and the Agent, pursuant to which each Existing Grantor granted to the Agent, for the benefit of the Secured Parties, a security interest in the Collateral (as defined in the Security Agreement);

WHEREAS, reference is made to that certain Counterpart Agreement, dated as of the date hereof (the “**Counterpart Agreement**”), by and among each of the New Grantors and the Agent, pursuant to which each of the New Grantors became a grantor under the Security Agreement and granted to the Agent, for the benefit of the Secured Parties, a security interest in the Collateral (as defined in the Security Agreement), including the Trademark Collateral (as defined below); and

WHEREAS, pursuant to the Security Agreement, each of the New Grantors has agreed to execute and deliver this Agreement, in order to record the security interest granted to the Agent for the benefit of the Secured Parties with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each of the New Grantors hereby agrees with the Agent as follows:

SECTION 1. Defined Terms

Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Security Agreement, and if not defined therein, shall have the respective meanings given thereto in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral

Section 2.1 Grant of Security.

Each of the New Grantors hereby grants and pledges to the Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such New Grantor’s right, title and interest in, to and under all of the following, in each case whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the “**Trademark Collateral**”), as collateral security for the Secured Obligations: all United States and non-U.S. trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including: (a) the registrations and applications listed on Schedule A attached hereto, (b) all extensions or renewals of any of the foregoing, (c) all of the

goodwill of the business connected with the use of and symbolized by the foregoing, (d) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill and (e) all Proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages and proceeds of suit.

Section 2.2 Certain Limited Exclusions.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted and pledged under Section 2.1 hereof attach to (a) any "intent-to-use" trademark application filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing and acceptance of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application or any registration that issues from such intent-to-use application under applicable federal Law, or (b) any other Excluded Assets.

SECTION 3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Agent for the Secured Parties pursuant to the Security Agreement, and each of the New Grantors hereby acknowledges and affirms that the rights and remedies of the 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. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Recordation

Each of the New Grantors authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Agreement.

SECTION 5. Governing Law, Etc.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (OTHER THAN ANY MANDATORY PROVISIONS OF THE UCC RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

SECTIONS 10.15 (CONSENT TO JURISDICTION) AND 10.16 (WAIVER OF JURY TRIAL) OF THE CREDIT AGREEMENT ARE INCORPORATED HEREIN BY THIS REFERENCE AND SUCH INCORPORATION SHALL SURVIVE ANY TERMINATION OF THE CREDIT AGREEMENT.

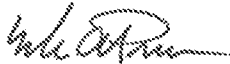
SECTION 6. Counterparts

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

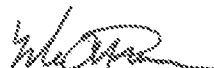
[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

REMKE INDUSTRIES, INC., as a Grantor


By: 
Name: Michael Pruss
Title: Chief Financial Officer, Secretary and Treasurer

SEALED UNITS PARTS CO., INC., as a Grantor

By: 
Name: Michael Pruss
Title: Chief Financial Officer, Secretary and Treasurer



Accepted and Agreed:

ARES CAPITAL CORPORATION, as Collateral Agent

By: 
Name: Scott Lem
Title: Authorized Signatory

SCHEDULE A
TO
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	App. No. / Reg. No.	Record Owner	Filing Date/Registration Date
REMKÉ	Reg. No. 3671762	Remke Industries, Inc.	08/25/2009
BULLET	Reg. No. 2928954	Sealed Unit Parts Co., Inc.	03/01/2005
NAPCO	Reg. No. 6426133	Sealed Unit Parts Co., Inc.	07/20/2021
SUPCO	Reg. No. 3198022	Sealed Unit Parts Co., Inc.	01/16/2007
TRADEFOX	Reg. No. 6549278	Sealed Unit Parts Co., Inc.	11/02/2021
	App. No. 90062643	Sealed Unit Parts Co., Inc.	07/20/2020
TFX	App. No. 90062503	Sealed Unit Parts Co., Inc.	07/20/2020
TFX	App. No. 90062729	Sealed Unit Parts Co., Inc.	07/20/2020
			
TRADEFOX	App. No. 90062498	Sealed Unit Parts Co., Inc.	07/20/2020