

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM809181

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Nelson Global Products, Inc.		05/09/2023	Corporation: INDIANA
RECEIVING PARTY DATA			
Name:	BMO Harris Bank N.A.		
Street Address:	320 South Canal St., Floor 16		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1139392	NELSON	
CORRESPONDENCE DATA			
Fax Number:	6175236850		
<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:	617-523-2700		
Email:	susan.dinicola@hkclaw.com,evelyn.irwin@hkclaw.com		
Correspondent Name:	Holland & Knight LLP		
Address Line 1:	10 St. James Avenue		
Address Line 4:	Boston, MASSACHUSETTS 02116		
NAME OF SUBMITTER:	Susan C. DiNicola		
SIGNATURE:	/Susan C. DiNicola/		
DATE SIGNED:	05/09/2023		
Total Attachments: 6			
source=BMO _ Nelson - ABL Trademark Security Agreement (Nelson Global Products)#page1.tif			
source=BMO _ Nelson - ABL Trademark Security Agreement (Nelson Global Products)#page2.tif			
source=BMO _ Nelson - ABL Trademark Security Agreement (Nelson Global Products)#page3.tif			
source=BMO _ Nelson - ABL Trademark Security Agreement (Nelson Global Products)#page4.tif			
source=BMO _ Nelson - ABL Trademark Security Agreement (Nelson Global Products)#page5.tif			
source=BMO _ Nelson - ABL Trademark Security Agreement (Nelson Global Products)#page6.tif			

OP \$40.00 1139392

The liens and security interests securing the indebtedness and other obligations incurred or arising under or evidenced by this instrument and the rights and obligations evidenced hereby with respect to such liens and security interests are subject to the provisions of that certain Intercreditor Agreement (as the same may be amended or otherwise modified from time to time pursuant to the terms thereof, the “Intercreditor Agreement”), dated as of May 9, 2023, by and among BMO HARRIS BANK N.A., in its capacity as the ABL Agent (including its successors and assigns from time to time), and ALTER DOMUS (US) LLC, in its capacity as the Term Loan Agent (including its successors and assigns from time to time), and certain other persons which may be or become parties thereto or become bound thereto from time to time in accordance with the terms thereof, and acknowledged and agreed to by Nelson Intermediate Holdings Corp., a Delaware corporation, and the other Credit Parties (as defined therein). In the event of any conflict between the terms of the Intercreditor Agreement and this ABL Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern and control, and each party hereto hereby acknowledges that it is bound by the provisions of the Intercreditor Agreement.

ABL TRADEMARK SECURITY AGREEMENT

THIS ABL TRADEMARK SECURITY AGREEMENT, dated as May 9, 2023, is made by NELSON GLOBAL PRODUCTS, INC., an Indiana corporation, (the “Grantor”), in favor of BMO HARRIS BANK N.A., as administrative agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the “Agent”) (as defined in the ABL Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the ABL Credit Agreement, dated as of May 9, 2023 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “ABL Credit Agreement”), among Nelson Intermediate Holdings Corp., a Delaware limited liability company, TRU-FLEX, LLC, an Indiana limited liability company, Peoria Tube Forming Corp., an Illinois corporation, TUBE SPECIALTIES CO., INC., an Oregon corporation, Water Works Manufacturing, Inc., a Delaware corporation, the Grantor (each of the foregoing are referred to herein collectively as the “Borrower”), the other Credit Parties, the Lenders from time to time party thereto and Agent, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to an ABL Guaranty and Security Agreement dated as of May 9, 2023, in favor of the Agent (the “ABL Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the ABL Credit Agreement) of the Borrower; and

WHEREAS, the Grantor is party to the ABL Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this ABL Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Agent to enter into the ABL Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, the Grantor hereby agrees with the Agent as follows:

Defined Terms. Capitalized terms used herein without definition are used as defined in the ABL Guaranty and Security Agreement.

Grant of Security Interest in Trademark Collateral. The 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 the Grantor, hereby grants to the 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 the 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.

ABL Guaranty and Security Agreement. The security interest granted pursuant to this ABL Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the ABL Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees 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 ABL Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the 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 the Grantor's reasonable business judgment, in connection with its Trademarks subject to a security interest hereunder.

Counterparts. This ABL 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.

Governing Law. This ABL Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the 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.

**NELSON GLOBAL PRODUCTS, INC., as
Grantor**

By: 

Name: Sergio Cabada

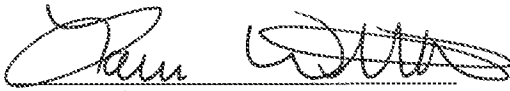
Title: Chief Financial Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK
REEL: 008066 FRAME: 0713**

ACCEPTED AND AGREED
as of the date first above written:

BMO HARRIS BANK N.A.,
as Agent

By: 
Name: Lauren Wittert
Title: Vice President


[SIGNATURE PAGE TO ABL TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 008066 FRAME: 0714

SCHEDULE I
TO
TRADEMARKS SECURITY AGREEMENT

Trademark Registrations

REGISTERED TRADEMARKS

<u>Name of Loan Party</u>	<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Mark</u>
Nelson Global Products, Inc.	United States	1139392	

TRADEMARKS APPLICATIONS

None.