

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM817316

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wilian Holding Company		06/09/2023	Corporation: IOWA
Swaploader U.S.A., Ltd.		06/09/2023	Corporation: IOWA
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	10 S Dearborn, Floor L2		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Registration Number:	4469976	POWER SHIELD	
Registration Number:	3050222	POWER TOWER	
Registration Number:	2543109	HAND-E-FORM	
Registration Number:	2852216	CONCRETE CONSTRUCTION AND FORMING INSTIT	
Registration Number:	2769543	E-Z SHORE	
Registration Number:	2769542	ADJUST-A-DECK	
Registration Number:	2769532	E-Z DECK	
Registration Number:	2420932	Z-BEAM	
Registration Number:	2491660	SUPER STUD	
Registration Number:	1733940	SWAPLOADER	
Registration Number:	1774906	ADJUST-A-TRUSS	
Registration Number:	1789100	CUNNINGHAM	
Registration Number:	1604621	FORM MARKS	
Registration Number:	1407367	EFCO LITE	
Registration Number:	1347205	EFCO	
Registration Number:	1267520	EF-COAT	
Registration Number:	1367309	PLATE GIRDER	
Registration Number:	0606591	EFCO	

OP \$465.00 4469976

CORRESPONDENCE DATA**Fax Number:** 6127661600*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:** 6127666911**Email:** susan.carlson@faegredrinker.com**Correspondent Name:** Susan Carlson, Faegre Drinker Biddle**Address Line 1:** 90 S 7th St Ste 2200**Address Line 4:** Minneapolis, MINNESOTA 55402

NAME OF SUBMITTER:	Susan Carlson
SIGNATURE:	/e/ Susan Carlson
DATE SIGNED:	06/14/2023

Total Attachments: 7

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PATENT AND TRADEMARK SECURITY AGREEMENT

This Agreement is made as of June 9, 2023 by and among WILIAN HOLDING COMPANY, an Iowa corporation (the “**Borrower**”), Swaploader U.S.A., Ltd., an Iowa corporation (“**Swaploader**”); together with the Borrower, the “**Debtors**”), and JPMorgan Chase Bank, N.A., a national banking association, as administrative agent (in such capacity, the “**Administrative Agent**”) for the Secured Parties, as defined in the Credit Agreement described below.

Pursuant to a Credit Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”) among the Debtors, other Loan Parties (as defined therein) from time to time party thereto, the Lenders (as defined therein) from time to time party thereto and the Administrative Agent, the Lenders have agreed to make advances and grant certain other financial accommodations to the Borrower.

As a condition to making any advance under the Credit Agreement, the Lenders required the execution and delivery by the Debtors (among others) of a Pledge and Security Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), pursuant to which the Debtors granted to the Administrative Agent a security interest in substantially all of the Debtors’ personal property.

Pursuant to the Security Agreement, the Debtors are required to execute and deliver this Agreement to the Administrative Agent.

ACCORDINGLY, in consideration of the mutual covenants contained in the Credit Agreement, the Security Agreement and this Agreement, the parties hereby agree as follows:

1. Definitions.

Terms defined in or pursuant to the Security Agreement and not otherwise defined herein shall have the meanings given them in or pursuant to the Security Agreement. In addition, the following terms have the meanings set forth below:

“**Patent**” means any patent or application for patent.

“**Patent and Trademark Collateral**” means all right, title and interest of each Debtor in and to the following, in each case whether now existing or hereafter acquired or arising:

- (i) All Patents, including the Specified Patents.
- (ii) All Trademarks, including the Specified Trademarks.
- (iii) All accounts and other rights to payment (including but not limited to payments of royalties) arising from or relating to any Patent or Trademark.
- (iv) All rights to recover for all past, present, and future infringements, dilutions, pre-issuance recoveries and other violations of Patents and Trademarks.
- (v) All present and future license agreements with respect to the Patents and Trademarks.
- (vi) All proceeds of any and all of the foregoing.

“**Specified Patent**” means each of the Patents listed on Schedule A, together with all continuations, continuations-in-part, divisions, foreign counterparts, reissues, reexaminations, renewals and extensions thereof.

“**Specified Trademark**” means each of the Trademarks listed on Schedule B, together with all divisions, foreign counterparts, renewals and extensions thereof.

“**Trademark**” means any trademark, service mark, collective membership mark, and registration or application for registration of any trademark, service mark or collective membership mark, together with the goodwill associated therewith.

2. Grant of Security Interest.

In order to secure the Secured Obligations (as defined in the Credit Agreement), each Debtor hereby confirms and acknowledges that it has granted and created (and, to the extent not previously granted under the Security Agreement, does hereby irrevocably grant and create) a security interest in the Patent and Trademark Collateral to the Administrative Agent.

3. Representations and Warranties.

Each Debtor represents and warrants that it owns each of the Specified Patents and Specified Trademarks indicated with respect to it on Schedules A and B, respectively, free and clear of any Lien other than Liens permitted under the Loan Documents.

4. General Rights and Obligations.

Except as expressly set forth herein, the rights and obligations of the Debtors and the Administrative Agent with respect to the Patent and Trademark Collateral shall in all respects be governed by the Credit Agreement and the Security Agreement, the terms of which are incorporated as fully as if set forth at length herein.

5. Continuing Effect.

This Agreement and the Administrative Agent’s security interest in the Patent and Trademark Collateral shall continue in full force and effect until Payment in Full (as defined in the Credit Agreement).

6. Counterparts.

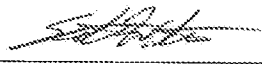
This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.


Signature pages follow.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

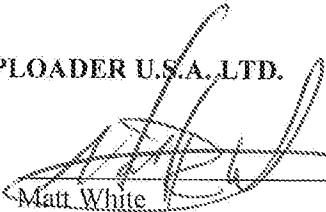
DEBTORS:


WILIAN HOLDING COMPANY

By: 
Name: Scott Walter
Title: President and Chief Executive Officer

By: 
Name: Ryan Loecher
Title: Vice President, Chief Financial Officer,
Secretary and Treasurer

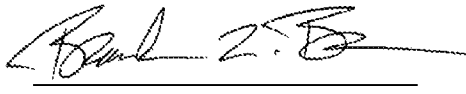
SWAPLOADER U.S.A. LTD.

By: 
Name: Matt White
Title: President

By: 
Name: Ryan Loecher
Title: Vice President, Chief Financial Officer,
Secretary and Treasurer

ADMINISTRATIVE AGENT:

JPMORGAN CHASE BANK, N.A.

By: 

Name: Brandon Brauer

Title: Authorized Officer

Schedule A
PATENTS AND PATENT APPLICATIONS

U.S. Patent Registrations

Title	Registration / Application No.	Registration /Application Date	Owner
Adjustable Height Fib for a Hook-Lift Hoist	7726930	6/1/2010	SwapLoader U.S.A., Ltd.
Concrete form having adjustable curvature	7210664	5/1/2007	William Holding Company
Stackable concrete forming apparatus components	7387470	6/17/2008	William Holding Company

Schedule B

TRADEMARKS AND TRADEMARK APPLICATIONS

U.S. Trademark Registrations

Mark	Application No.	Application Date	Registration No.	Registration Date	Current Owner/ Applicant
POWER SHIELD	85947157	5/31/2013	4469976	1/21/2014	Witlan Holding Company
POWER TOWER	78541729	1/4/2005	3050222	1/24/2006	Witlan Holding Company
HAND-E-FORM	78071856	7/1/2001	2543109	2/26/2002	Witlan Holding Company
CONCRETE CONSTRUCTION AND FORMING INSTITUTE	78214469	2/13/2003	2852216	6/8/2004	Witlan Holding Company
E-Z SHORE	76024030	4/12/2000	2769543	9/30/2003	Witlan Holding Company
ADJUST-A-DECK	76024029	4/12/2000	2769542	9/30/2003	Witlan Holding Company
E-Z DECK	76000434	3/15/2000	2769532	9/30/2003	Witlan Holding Company
Z-BEAM	75776138	8/16/1999	2420932	1/16/2001	Witlan Holding Company
SUPER STUD	75351518	9/4/1997	2491660	9/25/2001	Witlan Holding Company
SWAPLOADER	74039584	3/19/1990	1733940	11/17/1992	Witlan Holding Company
ADJUST-A-TRUSS	74323412	10/19/1992	1774906	6/8/1993	Witlan Holding Company
CUNNINGHAM	74204836	9/19/1991	1789100	8/24/1993	Witlan Holding Company
FORM MARKS	73837906	11/13/1989	1604621	7/3/1990	Witlan Holding Company
EFCO LITE	73578881	1/22/1986	1407367	9/21/1986	Witlan Holding Company
EFCO	73504488	10/18/1984	1347205	7/9/1985	Witlan Holding Company

Mark	Application No.	Application Date	Registration No.	Registration Date	Current Owner/ Applicant
EF-COAT	73406443	12/20/1982	1267520	2/21/1984	Willian Holding Company
PLATE GIRDER	73495033	8/15/1984	1367309	10/29/1985	Willian Holding Company
EFCO	71671729	8/16/1954	0606591	5/31/1955	Willian Holding Company

TRADEMARK

REEL: 008099 FRAME: 0894

RECORDED: 06/14/2023