

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM828865

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BELL SUPPLY COMPANY, LLC		08/01/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	901 Main Street, 11th Floor		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75202		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	98034933	BELL SUPPLY COMPANY	
Serial Number:	98034928	BELL SUPPLY COMPANY	
Serial Number:	98034941	BELL SUPPLY COMPANY	
Serial Number:	98034950	BELL SUPPLY COMPANY PIPE- VALVES- FITTIN	
Serial Number:	98034947	BELL SUPPLY COMPANY PIPE - VALVES - FITT	
Serial Number:	98034954	BELL SUPPLY COMPANY PIPE- VALVES- FITTIN	
CORRESPONDENCE DATA			
Fax Number:			
	<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:	415-591-1000		
Email:	TrademarksSF@winston.com		
Correspondent Name:	Becky Troutman		
Address Line 1:	101 California Street		
Address Line 4:	San Francisco, CALIFORNIA 94111		
NAME OF SUBMITTER:	Becky Troutman (ker)		
SIGNATURE:	/Becky Troutman/		
DATE SIGNED:	08/02/2023		

CH \$165.00 98034933

Total Attachments: 5

source=Executed - Bell Trademark Security Agreement (BOA-Bell)_ (18909197)_ (1)#page1.tif

source=Executed - Bell Trademark Security Agreement (BOA-Bell)_ (18909197)_ (1)#page2.tif

source=Executed - Bell Trademark Security Agreement (BOA-Bell)_ (18909197)_ (1)#page3.tif

source=Executed - Bell Trademark Security Agreement (BOA-Bell)_ (18909197)_ (1)#page4.tif

source=Executed - Bell Trademark Security Agreement (BOA-Bell)_ (18909197)_ (1)#page5.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “Agreement”) is dated as of August 1, 2023, by and between BELL SUPPLY COMPANY, LLC, a Delaware limited liability company (“Grantor”), in favor of BANK OF AMERICA, N.A., as agent (in such capacity, the “Agent”) for the Secured Parties, and is executed and delivered pursuant to that certain Loan and Security Agreement, dated as of August 1, 2023 (as amended, restated, supplemented or modified from time to time, the “Loan Agreement”), among Grantor and any other Persons from time to time designated as a borrower thereunder and their respective successors and assigns, the financial institutions party to the Loan Agreement from time to time as lenders and the Agent (all capitalized terms used herein which are not defined herein shall have the meanings therefor specified in the Loan Agreement).

RECITALS:

Pursuant to the terms of the Loan Agreement, Grantor has granted to the Agent, for the ratable benefit of the Secured Parties, a lien upon and security interest in all Intellectual Property of Grantor, including, without limitation, all of Grantor’s right, title and interest in, to and under all now owned and hereafter acquired Trademarks (as defined below), together with the goodwill of the business symbolized by Grantor’s Trademarks and Trademark Licenses (as defined below) and all products and proceeds thereof, to secure the payment of the Obligations.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants to the Agent, for the ratable benefit of the Secured Parties, a Lien upon and continuing security interest in all of Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “Trademark Collateral”), whether presently existing or hereafter created or acquired, as security for the payment and performance of the Obligations’.

(1) (a) any written agreement now or hereafter in existence granting to Grantor any right to use any Trademark (“Trademark License”); (b) all (i) trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing appear, all registrations and recordings thereof and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof; (ii) reissues, extensions and renewals thereof; (iii) income, royalties, damages and payments now or hereafter relating to or payable under any of the foregoing, including, without limitation, damages or payments for past or future infringements of any of the foregoing; (iv) rights to sue for past, present and future infringements of any of the foregoing; (v) rights corresponding to any of the foregoing throughout the world; and (vi) goodwill associated with and symbolized by any of the foregoing, in each case, whether now owned or hereafter acquired by Grantor (all of such items in this clause (b) being referred to herein collectively as the “Trademarks”), including, without limitation, each Trademark described on Schedule 1 attached hereto; (c) each trademark registration (“Trademark Registration”), including, without limitation, each Trademark Registration described on Schedule 1

attached hereto; and (d) each trademark application (“Trademark Application”), including, without limitation, each Trademark Application described on Schedule 1 attached hereto; in each case together with the goodwill of the business symbolized thereby;

(2) each Trademark License, to the extent allowable under the applicable license agreement, including, without limitation, each Trademark License described on Schedule 1 attached hereto; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement, dilution or breach of any Trademark, Trademark Registration, Trademark Application or Trademark License, including, without limitation, any Trademark, Trademark Registration or Trademark License described on Schedule 1 attached hereto and any Trademark Registration issued pursuant to a Trademark Application described on Schedule 1 attached hereto, or (b) injury to the goodwill associated with any Trademark, Trademark Registration or Trademark Application.

The lien and security interest created by this Agreement is granted in conjunction with the liens and security interests granted to the Agent pursuant to the Loan Agreement, which lien and security interest shall be governed by the terms and provisions of the Loan Agreement.

Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the Liens and security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provisions of this Agreement are in conflict with the Loan Agreement, the provisions of the Loan Agreement shall govern.

Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

This Agreement may be executed in any number of counterparts (including by telecopy), 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.

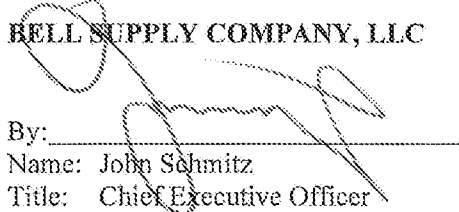
This Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of Texas.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

HELL SUPPLY COMPANY, LLC

By: 
Name: John Schmitz
Title: Chief Executive Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ACCEPTED AND ACKNOWLEDGED BY:

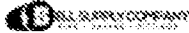

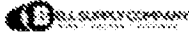
BANK OF AMERICA, N.A., AS AGENT

By: Michael Danby
Name: Michael Danby
Title: Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 008153 FRAME: 0307

SCHEDULE I
to
Trademark Security Agreement

Owner	Trademark/ Appl. No./Reg. No./ Disclaimer	Application Number/Registration Number
Bell Supply Company, LLC	<u>BELL SUPPLY COMPANY</u>	Pending Application, June 13, 2023 Serial Number: 98034933
Bell Supply Company, LLC	<u>BELL SUPPLY COMPANY</u>	Pending Application, June 13, 2023 Serial Number: 98034928
Bell Supply Company, LLC	<u>BELL SUPPLY COMPANY</u>	Pending Application, June 13, 2023 Serial Number: 98034941
Bell Supply Company, LLC	<u>BELL SUPPLY COMPANY</u> <u>PIPE VALVES FITTINGS</u> 	Pending Application, June 13, 2023 Serial Number: 98034950
Bell Supply Company, LLC	<u>BELL SUPPLY COMPANY</u> <u>PIPE VALVES FITTINGS</u> 	Pending Application, June 13, 2023 Serial Number: 98034947
Bell Supply Company, LLC	<u>BELL SUPPLY COMPANY</u> <u>PIPE VALVES FITTINGS</u> 	Pending Application, June 13, 2023 Serial Number: 98034954