

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM837540

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WOMACK MACHINE SUPPLY CO., LLC		06/01/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	ALLY BANK, as Agent		
Street Address:	300 Park Avenue, 4th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Bank: UTAH		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	90626435	WOMACK	
Serial Number:	88590030	WOMACK MACHINE SUPPLY CO.	
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:	212-655-2539		
Email:	kphipps@chapman.com		
Correspondent Name:	Chapman and Cutler LLP		
Address Line 1:	1270 Avenue of the Americas, 30th Floor		
Address Line 2:	Kristopher Phipps		
Address Line 4:	New York, NEW YORK 10020		
NAME OF SUBMITTER:	Kristopher Phipps		
SIGNATURE:	/Kristopher Phipps/		
DATE SIGNED:	09/07/2023		
Total Attachments: 7			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Agreement”) dated as of June 1, 2023 is made by WOMACK MACHINE SUPPLY CO., LLC, a Delaware limited liability company, located at 13835 Senlac Drive, Farmers Branch, TX 75234 (“Womack Machine”), and the other Persons that become a party hereto from time to time on or after the date hereof (such Persons, together with Womack Machine, each a “Grantor” and, collectively, the “Grantors”) in favor of ALLY BANK, located at 300 Park Avenue, 4th Floor, New York, NY 10022, in its capacity as agent (“Agent”) for itself and the other financial institutions (the “Lenders”) from time to time party to the Credit Agreement (as defined herein).

W I T N E S S E T H:

WHEREAS, DR Corp. (an Affiliate of Womack Machine), Agent and the Lenders have entered into that certain Credit Agreement dated as of February 1, 2023 (as amended by that certain First Amendment to Credit Agreement as of even date herewith and as may be further amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), pursuant to which Agent and the Lenders have, subject to certain conditions precedent, agreed to make Loans (as defined in the Credit Agreement) to Grantor; and

WHEREAS, Agent and the Lenders have required as a condition, among others, to the making of the Loans, in order to secure the payment and performance of Grantors’ Obligations (as defined in the Credit Agreement), that Grantor execute and deliver this Agreement to Agent, for its benefit and the benefit of the Lenders.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the parties hereto agrees as follows:

1. Defined Terms.

- (i) Unless otherwise defined herein, the capitalized terms used herein which are defined in the Credit Agreement shall have the meanings specified in the Credit Agreement.
- (ii) References to “Sections”, and “Schedules” shall be to Sections, and Schedules, respectively, of this Agreement unless otherwise specifically provided. In this Agreement, the words “including,” “includes” and “include” shall be deemed to be followed by the words “without limitation”; and the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or”.
- (iii) Any of the terms defined in this Agreement may, unless the context otherwise requires, be used in the singular or the plural depending on the reference.

2. Security Interest in Trademarks. To secure the payment and performance of the Obligations, including all renewals, extensions, restructurings and refinancings of any or all of the Obligations, Grantors hereby grant to Agent, for the benefit of Agent and the Secured Parties, a continuing security interest in, lien and mortgage in and to and right of setoff against all of Grantors’ now owned or existing and filed and hereafter acquired or arising and filed Trademarks (as defined in the Guarantee and Collateral Agreement) constituting Collateral, including those listed on Schedule A attached hereto; provided that the foregoing shall not include any “intent-to-use” Trademarks until such time as Grantors

begin to use such Trademarks.

3. Incorporation of Credit Agreement. The terms and conditions of the Credit Agreement are hereby incorporated into this Agreement by this reference. To the extent of any conflict between the terms and conditions of this Agreement and of the Credit Agreement, the terms and conditions of the Credit Agreement shall govern.

4. Nature and Continuation of Agent's and Lenders' Security Interest. This Agreement is made for collateral security purposes only.

5. Authority of Agent. Grantors hereby acknowledge that the rights and responsibilities of Agent under this Agreement with respect to any action taken by Agent or the exercise or non-exercise by Agent of any right or remedy provided for herein or resulting or arising out of this Agreement, shall be governed by the Credit Agreement.

6. Severability. The invalidity, illegality or unenforceability in any jurisdiction of any provision in or obligation under this Agreement shall not affect or impair the validity, legality or enforceability of the remaining provisions or obligations under this Agreement.

7. Modification. This Agreement cannot be altered, amended or modified in any way, except by a writing signed by all the parties hereto.

8. Binding Effect; Benefits. This Agreement shall be binding upon Grantors and their successors and assigns and shall inure to the benefit of Agent and its successors and assigns as permitted by the Credit Agreement. Each Grantor's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession of or for such Grantor; provided, however that no Grantor shall voluntarily assign its obligations hereunder without the prior written consent of Agent.

9. Governing Law. This Agreement shall be governed by and construed in accordance with the applicable laws set forth in the Credit Agreement.

10. Notices. All notices or other communications hereunder shall be given in the manner and to the addresses set forth in the Credit Agreement.

11. Section Headings. Section headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose or be given any substantive effect.

12. Execution in Counterparts. This Agreement and any amendments, waivers, consents, or supplements may be executed via facsimile or electronic (i.e., "pdf" or "tif") transmission in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all of which counterparts together shall constitute one and the same instrument. This Agreement shall become effective upon the execution of a counterpart hereof by each of the parties hereto.

13. Right to Record Security Interest. Agent, on behalf of itself and the Lenders, shall have the right, but not the obligation, at the expense of Grantors, to record this Agreement in the United States Patent and Trademark Office, and Agent shall advise Grantors of such recordings. Upon the Payment in Full of the Obligations and termination of the Credit Agreement in accordance with its terms, Grantors shall have the right to effect the recording of such satisfaction or termination at the expense of Grantors, in the United States Patent and Trademark Office. Agent and Grantors shall promptly cooperate to effect all such

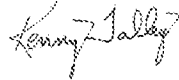
recordings hereunder.

(Signature pages follow.)

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the day and year first above written.

GRANTOR:

WOMACK MACHINE SUPPLY CO., LLC



By: _____

Name: C. Kenny Talley

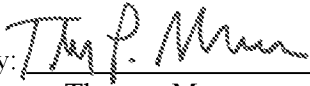
Title: Chief Financial Officer, Secretary, Vice President of
Finance and Treasurer

[Signature Page to Trademark Security Agreement]



TRADEMARK
REEL: 008190 FRAME: 0110

AGENT:

ALLY BANK

By: 
Name: Thomas Marran
Title: Authorized Signatory

SCHEDULE A

<u>Registrant/ Owner</u>	<u>Mark</u>	<u>Serial Number</u>	<u>Status</u>	<u>Filing Date</u>	<u>Registration Date</u>
Womack Machine Supply Co., LLC		90/626,435	Pending	04/06/2021	N/A
Womack Machine Supply Co., LLC		88/590,030	Registered	08/23/2019	05/18/2021