

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM857734

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SUNNEN PRODUCTS COMPANY		12/01/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Twin Brook Capital Partners, LLC, as agent		
Street Address:	111 South Wacker Drive, 36th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Serial Number:	90009074	SUNNEN	
Serial Number:	75590353	SUNNEN BUSINESS PARK	
Serial Number:	75526369	GH	
Serial Number:	74317961	KROSSGRINDING	
Serial Number:	73822355	SUNNEN	
Serial Number:	73251867	MB-30	
Serial Number:	73166190	SINGLE STROKE HONING	
Serial Number:	72271307	SUNNEN	
Serial Number:	72051952	SUNNEN	
Serial Number:	71596245	SUNNEN HONALL	
Serial Number:	71593317	SUNNEN	
Serial Number:	71529111	SUNNEN	
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:	3127018637		
Email:	ipdocket@mayerbrown.com		
Correspondent Name:	William R. Siegel, Mayer Brown LLP		

CH \$315.00 90009074

Address Line 1: 71 S. Wacker Drive
Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER: 21673343

NAME OF SUBMITTER: William R. Siegel

SIGNATURE: /william r siegel/

DATE SIGNED: 12/01/2023

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this “Agreement”), dated as of December 1, 2023, is made by SUNNEN PRODUCTS COMPANY, a Delaware corporation (“Grantor”), in favor of TWIN BROOK CAPITAL PARTNERS, LLC, as Agent for the ratable benefit of the Lenders (in such capacity, together with its successors and assigns in such capacity, “Agent”).

Grantor has executed and delivered a Guaranty and Collateral Agreement, dated as of December 1, 2023, with and in favor of Agent for the ratable benefit of the Lenders (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guaranty and Collateral Agreement”). Grantor has pledged and granted to Agent a continuing security interest in all Intellectual Property, including the Trademarks.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Grantor agrees, for the benefit of Agent, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement have the meanings provided or provided by reference in the Guaranty and Collateral Agreement or Credit Agreement referred to therein.

2. Grant of Security Interest. 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 such Grantor, hereby grants to Agent a continuing security interest in, all of the Grantor’s right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

(a) all of its Trademarks, including, without limitation, those U.S. Trademark registrations and applications 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 herein, the Trademark Collateral shall not include, and no security interest shall be deemed granted in, any “intent to use” Trademark application for which a statement of use has not been filed and accepted (but only until such statement is filed and accepted).

3. Purpose. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to Agent in connection with the Guaranty and Collateral Agreement and is expressly subject to the terms and conditions thereof (which are incorporated by reference herein as if fully set forth herein). The Guaranty and Collateral Agreement (and all rights and remedies of Agent thereunder) shall remain in full force and effect in accordance with its terms. Grantor hereby authorizes Agent and their designees to record this Agreement with the United States Patent and Trademark Office or any other applicable governmental authority at Agent’s expense.

4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the Guaranty and Collateral Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Guaranty and Collateral Agreement, the terms of the Guaranty and Collateral Agreement shall govern.

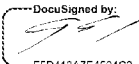
5. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same original.

6. Governing Law. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

SUNNEN PRODUCTS COMPANY,
as Grantor

By: 
Name: Anuj Singh
Title: Secretary

TWIN BROOK CAPITAL PARTNERS, LLC,
as Agent

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

SUNNEN PRODUCTS COMPANY,
as Grantor

By: _____
Name: _____
Title: _____




TWIN BROOK CAPITAL PARTNERS, LLC,
as Agent

By:  _____
Name: Kimberly Trick
Title: Managing Director

SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Owner	Mark	Country	Application No.	Filing Date	Registration No.	Registration Date	Status
Sunnan Products Company	SUNNEN and Design 	United States	90009074	6/18/2020	7006746	3/21/2023	Registered
Sunnan Products Company	SUNNEN BUSINESS PARK	United States	75590353	11/17/1998	2299995	12/14/1999	Registered
Sunnan Products Company	GH (Stylized) 	United States	75526369	7/27/1998	2359273	6/20/2000	Registered
Sunnan Products Company	KROSSGRINDING	United States	74317961	9/28/1992	1776258	6/15/1993	Registered
Sunnan Products Company	SUNNEN and Design 	United States	73822355	8/28/1989	1747978	1/26/1993	Registered
Sunnan Products Company	MB-30	United States	73251867	2/28/1980	1163327	8/4/1981	Registered
Sunnan Products Company	SINGLE STROKE HONING	United States	73166190	4/13/1978	1126665	11/13/1979	Registered

Owner	Mark	Country	Application No.	Filing Date	Registration No.	Registration Date	Status
Sunnen Products Company		United States	72271307	5/12/1967	0871097	6/17/1969	Registered
Sunnen Products Company	SUNNEN	United States	72051952	5/19/1958	0678055	5/5/1959	Registered
Sunnen Products Company	SUNNEN HONALL and Design <i>SUNNEN HONALL</i>	United States	71596245	4/24/1950	0552777	1/1/1952	Registered
Sunnen Products Company	SUNNEN and Design <i>SUNNEN</i>	United States	71593317	12/1/1949	0580162	9/22/1953	Registered
Sunnen Products Company	SUNNEN and Design <i>SUNNEN</i>	United States	71529111	7/21/1947	0515264	9/20/1949	Registered

2. TRADEMARK APPLICATIONS

None.