

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM858964

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
W.F. Hann & Sons LLC		12/05/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Ares Capital Corporation		
Street Address:	245 PARK AVENUE, 44TH FLOOR		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4996928	W.F. HANN & SONS	
Registration Number:	2932541	W.F. HANN & SONS CO.	
Registration Number:	2937518	HAVSCO	
CORRESPONDENCE DATA			
Fax Number:	6175269899		
<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:	617.526.9654		
Email:	ypan@proskauer.com		
Correspondent Name:	Andrew DeFalco		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	One International Place		
Address Line 4:	Boston, MASSACHUSETTS 02110-2600		
ATTORNEY DOCKET NUMBER:	11668.622		
NAME OF SUBMITTER:	Andrew DeFalco		
SIGNATURE:	/Andrew DeFalco/		
DATE SIGNED:	12/06/2023		
Total Attachments: 3			
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FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of December 5, 2023, (this "Agreement"), by W.F. Hann & Sons LLC, a Delaware limited liability company (the "Grantor") in favor of Ares Capital Corporation, as collateral agent (in such capacity, the "Collateral Agent") for the Secured Parties.

Reference is made to that certain First Lien Pledge and Security Agreement, dated as of May 1, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among the Loan Parties party thereto and the Collateral Agent. The Lenders (as defined below) have extended credit to the Borrower (as defined in Credit Agreement (as defined below)) subject to the terms and conditions set forth in that certain First Lien Credit Agreement, dated as of May 1, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Northwinds Holding, Inc., a Delaware corporation (the "Borrower"), Northwinds Intermediate, Inc., a Delaware corporation ("Holdings"), the Restricted Subsidiaries of the Borrower from time to time party thereto, the Lenders from time to time party thereto and Ares Capital Corporation, as administrative agent and collateral agent for the Lenders (in its capacity as administrative and collateral agent, the "Administrative Agent"). Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement and Section 4.03 of the Security Agreement, the parties hereto agree as follows:

SECTION 1. Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein shall have the meanings given to them in the Security Agreement.

SECTION 2. Grant of Security Interest. As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Collateral Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of the Grantor and regardless of where located (collectively, the "IP Collateral"):

- A. all Trademarks, including the Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto;
- B. all proceeds of the foregoing.

in each case to the extent the foregoing items constitute Collateral.

SECTION 3. Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Further Assurances. Upon any termination or release of the IP Collateral pursuant to the Security Agreement, the Collateral Agent shall, at the expense of the Grantor, take such actions set forth under Section 7.12 of the Security Agreement in accordance with the terms and conditions set forth therein.

SECTION 5. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Pages Follow]


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

W.F. HANN & SONS LLC

By: 
Name: Harry Carpenter
Title: Chief Executive Officer

SCHEDULE I

TRADEMARKS

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK
W.F. Hann & Sons LLC	4,996,928	W.F. HANN & SONS
W.F. Hann & Sons LLC	2,932,541	
W.F. Hann & Sons LLC	2,937,518	HAVSCO

TRADEMARK APPLICATIONS

None.