

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM868516

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Matalco Bluffton LLC		03/17/2022	Limited Liability Company: INDIANA
RECEIVING PARTY DATA			
Name:	Royal Bank of Canada, as Agent		
Street Address:	1 Place Ville Marie		
Internal Address:	RBC Law Group, 6th Floor - North Wing		
City:	Montreal, Quebec		
State/Country:	CANADA		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	6306759	ALEXIN	
Registration Number:	6306762		
CORRESPONDENCE DATA			
Fax Number:	3124740448		
<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:	3124746300		
Email:	docket@marshallip.com		
Correspondent Name:	Gregory J. Chinlund		
Address Line 1:	233 South Wacker Drive, Suite 6300		
Address Line 4:	Chicago, ILLINOIS 60606		
NAME OF SUBMITTER:	Gregory J. Chinlund		
SIGNATURE:	/gjc/		
DATE SIGNED:	01/16/2024		
Total Attachments: 5			
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SECOND AND RESTATED SECURITY AGREEMENT (TRADEMARKS)

This SECOND AMENDED AND RESTATED SECURITY AGREEMENT (TRADEMARKS), dated as of March 17, 2022, is delivered pursuant to Section 5.7 of the Second Amended and Restated Guarantee and Security Agreement, dated as of date hereof, by the Grantors party thereto, and such other Grantors from time to time who become party thereto, in favor of Royal Bank of Canada, as Agent for the Lenders referred to therein (the "Agreement"). Capitalized terms used herein without definition are used as defined in the Guarantee and Security Agreement.

WHEREAS, this Agreement amends and restates in its entirety that certain Amended and Restated Trademark Security Agreement dated August 14, 2018 by and between Matalco Bluffton LLC, an Indiana limited liability company and Agent, as amended from time to time (the "Prior Security Agreement"). It is intended that the terms and provisions of this Agreement, and not the Prior Security Agreement, shall govern the pledged security interests of the Grantor in favor of Agent for and on behalf of the Lenders described herein from and after the date of this Agreement.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned agrees as follows:

Section 1. Grant of Security Interest

As security for all present and future, direct or indirect indebtedness, liabilities and obligations of the Grantor to the Agent and the Lenders arising under the Credit Agreement, the Grantor hereby assigns and grants, as security, to the Agent a security interest (the "Security Interest") in and to all of the right, title and interest of the Grantor in and to the trademarks listed on Annex "3-A" attached hereto, together with all renewals and extensions thereof, all income, damages and payments now or hereafter due or payable with respect thereto including, without limitation, damages and payments for past or future infringements thereof, all license agreements relating thereto (individually, a "License Agreement"), and all rights corresponding thereto throughout the world (all of the foregoing trademarks and rights are sometimes hereinafter referred individually as a "Trademark", and, collectively, as the "Trademarks").

Section 2. Exception to Security Interest

The last day of the term of any License Agreement is specifically excepted from the Security Interest, but the Grantor agrees to stand possessed of such last day in trust for any person acquiring such interest of the Grantor. To the extent that the granting of the Security Interest in respect of any License Agreement to which the Grantor is a party would constitute a breach or cause the acceleration thereof, the Grantor hereby agrees to use commercially reasonable efforts to obtain from the other party or parties thereto any necessary consents to the charging and assignment thereof in favor of the Agent, and the attachment of the Security Interest thereto shall be postponed until such consent is provided. Upon the provision of such consent, the Security Interest shall immediately attach thereto. Until such attachment, the Grantor shall hold its interest therein in trust for the Agent, unless the holding of such interest by the Grantor in trust for the Agent would constitute a breach or cause the acceleration thereof.

Section 3. Event of Default

In this agreement, "Event of Default" has the meaning ascribed thereto in the Credit Agreement. Upon the occurrence and during the continuation of an Event of Default, the Agent shall be entitled to enforce the Security Interest and in so doing may exercise all rights and remedies in respect of the Trademarks which are available at law.

Section 4. Agent's Appointment as Attorney-in-Fact.

The Grantor irrevocably constitutes and appoints the Agent and each of its authorized agents from time to time as the true and lawful attorney of the Grantor with power of substitution in the name of the Grantor, upon the occurrence and during the continuation of an Event of Default, to: endorse the name of the Grantor on all applications, documents, papers, assignments and instruments necessary or desirable regarding the Trademarks; take any other actions with respect to the Trademarks as the Agent deems to be in the best interest of the Lenders, including without limitation, the realization or collection of all or any income, damages or payments related thereto; grant or issue any exclusive or non-exclusive license or sublicense under the Trademarks; or assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone by private or public sale, lease or otherwise upon such terms and conditions as the Agent may determine as permitted by law and whether or not the Agent has taken possession of the Trademarks.

Section 5. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New York and the federal laws of the United States of America applicable therein. The Grantor agrees that any lawsuit, action or proceeding arising out of or relating to this Agreement may be instituted in the Courts of Ontario and the Grantor hereby accepts and irrevocably submits to the jurisdiction of the said Courts and acknowledges their competence and agrees to be bound by any judgment thereof; provided that nothing herein shall limit the rights of the Agent to bring or initiate proceedings against the Grantor or any other person elsewhere.

Section 6. Further Assurances

From time to time, at the request of the Agent, the Grantor shall make and do all acts and things and execute and deliver all documents, agreements and instruments as the Agent may reasonably request in order to create, preserve and perfect the Security Interest, to enable the Agent to exercise and enforce its rights and remedies hereunder and generally to carry out the provisions and purposes of this Agreement.

Section 7. Paramountcy

To the extent that there is any inconsistency between a provision of this Agreement and a provision of the Credit Agreement, the provision of the Credit Agreement shall govern.

In witness whereof, the undersigned has caused this Security Agreement Trademark to be duly executed and delivered as of the date first above written.

GRANTOR

MATALCO BLUFFTON LLC
an Indiana limited liability company

By: 
Name: Derrick Phelps
Title: Chief Financial Officer

ACKNOWLEDGED AND AGREED
as of the date first above written:

ROYAL BANK OF CANADA, as Agent

Per: _____
Name: _____
Title: _____

In witness whereof, the undersigned has caused this Security Agreement Trademark to be duly executed and delivered as of the date first above written.

GRANTOR

MATALCO BLUFFTON LLC
an Indiana limited liability company

By: _____

Name: Derrick Phelps

Title: Chief Financial Officer

ACKNOWLEDGED AND AGREED

as of the date first above written:

ROYAL BANK OF CANADA, as Agent


Per:  _____

Name: Yvonne Brazier


Title: Manager, Agency Services

List of Trademarks


TRADEMARKS REGISTERED IN THE UNITED STATES

MARK	APPL. NO.	REG. NO.	STATUS	OWNER/ASSIGNEE
<u>ALEXIN</u>	90106837	6306759	Registered	Owner: Matalco Bluffton LLC
	90106850	6306762	Registered	Owner: Matalco Bluffton LLC

TRADEMARKS REGISTERED IN CANADA

MARK	APPL. NO.	REG. NO.	STATUS	OWNER/ASSIGNEE
<u>ALEXIN</u>	1402679	TMA780446	Registered	Owner: Matalco Bluffton LLC
	1402678	TMA766147	Registered	Owner: Matalco Bluffton LLC

TRADEMARKS REGISTERED IN MEXICO

MARK	APPL. NO.	REG. NO.	STATUS	OWNER/ASSIGNEE
<u>ALEXIN</u>	M946441	1084299	Registered	Owner: Matalco Bluffton LLC
	M946442	1084970	Registered	Owner: Matalco Bluffton LLC