

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TM1205582

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wolf-Gordon Inc.		05/01/2024	Corporation: NEW YORK
RECEIVING PARTY DATA			
Company 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: 17			
Property Type	Number	Word Mark	
Serial Number:	90468526	RAMPART RESOLVE	
Serial Number:	88706633	WOLF GORDON	
Serial Number:	88706634	WOLF GORDON	
Serial Number:	88645792	RAMPART STRONGHOLD	
Serial Number:	87143708	BILDENWOOD	
Serial Number:	86939746	RAMPART	
Serial Number:	85398077	SCRUBTOUGH	
Serial Number:	85260079	WINK.	
Serial Number:	85260293	SCUFFMASTER	
Serial Number:	77905525	LIQUAPEARL	
Serial Number:	77887956	PEARL PROTECTOR	
Serial Number:	77314635		
Serial Number:	77313767	WOLF GORDON	
Serial Number:	78364670	PRETTY. TOUGH. PAINT.	
Serial Number:	78305339	HAVEN	
Serial Number:	78305392	WONDER WOOD	
Serial Number:	74200391	GIFT OF HOPE	
CORRESPONDENCE DATA			

CH \$440.00.00 90468526

Fax Number: 3129021061

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.

Phone: 3125778438

Email: raquel.haleem@katten.com

Correspondent Name: Raquel Haleem c/o Katten Muchin

Address Line 1: 525 West Monroe Street

Address Line 4: Chicago, ILLINOIS 60661

NAME OF SUBMITTER:	Raquel Haleem
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SIGNATURE:	Raquel Haleem
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DATE SIGNED:	05/01/2024
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement") made as of May 1, 2024, by Wolf-Gordon Inc., a New York corporation ("Grantor"), in favor of Twin Brook Capital Partners, LLC, in its capacity as Agent for the Lenders (each as defined in the Credit Agreement referenced below) (in such capacity, "Grantee"):

W I T N E S S E T H

WHEREAS, Grantor, the other Loan Parties from time to time party thereto, the financial institutions from time to time party thereto as Lenders and Grantee have entered into that certain Credit Agreement, dated as of May 1, 2024 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which Grantee and the Lenders have agreed, subject to the terms and conditions thereof, to make certain loans to, and other credit accommodations in favor of, Grantor (collectively, the "Loans").

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement, dated as of May 1, 2024, by and among Grantee, Grantor and the other Loan Parties from time to time party thereto (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), Grantor has granted to Grantee, for the ratable benefit of the Secured Parties, a security interest in all of its Collateral, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks, together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by the Borrowers under the Credit Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Guarantee and Collateral Agreement. The representations and warranties contained in the Credit Agreement and the Guarantee and Collateral Agreement to the extent applicable to Grantor are hereby incorporated herein in their entirety by this reference thereto. Unless otherwise noted herein, all capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Guarantee and Collateral Agreement. In the event of a conflict between a provision of the Guarantee and Collateral Agreement and a provision of this Agreement, the provision of the Guarantee and Collateral Agreement shall control.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Secured Obligations, Grantor hereby grants to Grantee, for the ratable benefit of the Secured Parties, and hereby reaffirms its grant pursuant to the Guarantee and Collateral Agreement of, a continuing security interest in Grantor's right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(a) each Trademark listed on Schedule A annexed hereto, together with any renewals or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(b) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or impairment of each such Trademark, or (ii) injury to the goodwill associated with each such Trademark.

3. Intent-To-Use Trademarks. Notwithstanding the foregoing, and solely to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law, the Trademark Collateral shall not include any applications filed in the United States Patent and Trademark Office to register trademarks or service marks on the basis of any Grantor's "intent to use" such trademarks or service marks unless and until the filing of a "Statement of Use" or "Amendment to Allege Use" has been filed and accepted, whereupon such applications shall be automatically subject to the security interest granted herein.

4. Governing Law. This Agreement is 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.

[Remainder of Page Intentionally Left Blank; Signature Pages Follow.]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

WOLF-GORDON INC., a New York corporation

DocuSigned by:

Richard Wolf

By:

87124F6619314E9...

Name: Richard Wolf

Title: Chief Executive Officer

Agreed and accepted as of
the date first written above:

TWIN BROOK CAPITAL PARTNERS, LLC,
as Agent

By: 
Name: Kimberly Trick
Title: Managing Director

SCHEDULE A

Trademark Registrations

Mark	Application No.	Application Date	Registration No.	Registration Date
RAMPART RESOLVE	90468526	15-JAN-2021	6902137	15-NOV-2022
WOLF GORDON	88706633	26-NOV-2019	6782801	05-JUL-2022
WOLF GORDON	88706634	26-NOV-2019	6782802	05-JUL-2022
RAMPART STRONGHOLD	88645792	08-OCT-2019	6323334	13-APR-2021
BILDENWOOD	87143708	18-AUG-2016	5403574	13-FEB-2018
RAMPART	86939746	14-MAR-2016	5064023	18-OCT-2016
SCRUBTOUGH	85398077	15-AUG-2011	4156953	12-JUN-2012
WINK.	85260079	07-MAR-2011	4038191	11-OCT-2011
SCUFFMASTER	85260293	07-MAR-2011	4107811	06-MAR-2012
LIQUAPEARL	77905525	05-JAN-2010	3821830	20-JUL-2010
PEARL PROTECTOR	77887956	07-DEC-2009	3869444	02-NOV-2010
<i>Design Only</i>	77314635	26-OCT-2007	3453344	24-JUN-2008
WOLF GORDON	77313767	25-OCT-2007	3461254	08-JUL-2008
PRETTY. TOUGH. PAINT.	78364670	09-FEB-2004	2933059	15-MAR-2005
HAVEN	78305339	25-SEP-2003	2953636	17-MAY-2005
WONDER WOOD	78305392	25-SEP-2003	2957002	31-MAY-2005
GIFT OF HOPE	74200391	03-SEP-1991	1718715	22-SEP-1992