

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM397409

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900375577

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The W.W. Williams Company, LLC		08/22/2016	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	10 South Dearborn St, Floor L2
Internal Address:	Middle Market Servicing, Suite IL1-0480
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603-2300
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	1674807	DEPENDABUILT
Registration Number:	2809850	PLYMOUTH
Registration Number:	2816546	W.W.WILLIAMS
Registration Number:	2794417	W.W.WILLIAMS
Registration Number:	2773047	WWW
Registration Number:	1166781	W

CORRESPONDENCE DATA

Fax Number: 3127069316

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: 3127017156

Email: ipdocket@mayerbrown.com

Correspondent Name: Erick J. Palmer

Address Line 1: P.O. Box 2828

Address Line 4: Chicago, ILLINOIS 60690-2828

ATTORNEY DOCKET NUMBER:	16512171
NAME OF SUBMITTER:	Erick J. Palmer

SIGNATURE:	/erick j. palmer/
DATE SIGNED:	09/04/2016
Total Attachments: 6 source=JPM_WW Williams - Patent and Trademark Security Agreement [EXECUTED]#page1.tif source=JPM_WW Williams - Patent and Trademark Security Agreement [EXECUTED]#page2.tif source=JPM_WW Williams - Patent and Trademark Security Agreement [EXECUTED]#page3.tif source=JPM_WW Williams - Patent and Trademark Security Agreement [EXECUTED]#page4.tif source=JPM_WW Williams - Patent and Trademark Security Agreement [EXECUTED]#page5.tif source=JPM_WW Williams - Patent and Trademark Security Agreement [EXECUTED]#page6.tif	

PATENT AND TRADEMARK SECURITY AGREEMENT

This **PATENT AND TRADEMARK SECURITY AGREEMENT**, dated as of August 22, 2016 (as it may be amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made between The W.W. Williams Company, LLC (the “**Grantor**”) and JPMorgan Chase Bank, N.A., in its capacity as administrative agent (the “**Administrative Agent**”) for the Secured Parties (as defined in the Pledge and Security Agreement, defined below).

WHEREAS, the Grantor is a party to a Pledge and Security Agreement dated as of August 22, 2016 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”) among the Grantor, the other grantors party thereto and the Administrative Agent pursuant to which the Grantor granted a security interest to the Administrative Agent in the Patent and Trademark Collateral (as defined below).

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms

Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

SECTION 2. Grant of Security Interest

SECTION 2.1 Grant of Security. The Grantor hereby pledges, collaterally assigns and grants to the Administrative Agent, on behalf of and for the ratable benefit of the Secured Parties, a security interest in all of its right, title and interest in, to and under the following, whether now owned by or owing to, or hereafter acquired by or arising in favor of such Grantor (including under any trade name or derivations thereof), and regardless of where located (collectively, the “**Patent and Trademark Collateral**”):

(a) (i) any and all patents and patent applications; (ii) all inventions and improvements described and claimed therein including, without limitation, the registrations and applications listed or required to be listed in Schedule A attached hereto under the heading “Patents”; (iii) all reissues, divisions, continuations, renewals, extensions, and continuations-in-part thereof; (iv) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past and future infringements thereof; (v) all rights to sue for past, present, and future infringements thereof; and (vi) all rights corresponding to any of the foregoing throughout the world;

(b) (i) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing including, without limitation, the registrations and applications listed or required to be listed in Schedule A attached hereto under the heading “Trademarks”; (ii) all licenses of the foregoing, whether as licensee or licensor; (iii) all renewals of the foregoing; (iv) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (v) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (vi) all rights corresponding to any of the foregoing throughout the world; and

(c) (i) any and all licensing agreements or similar arrangements in and to its Patents and Trademarks, including, without limitation, each agreement listed or required to be listed in Schedule A attached hereto

under the heading "Patent and Trademark Licenses", (ii) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past and future breaches thereof, and (iii) all rights to sue for past, present, and future breaches thereof.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Patent and Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any agreement, license or covenant to which the Grantor is a party, and any of its rights or interest thereunder, if and to the extent that a security interest is prohibited by or in violation of (i) any law, rule or regulation applicable to the Grantor, (ii) any intent-to-use trademark application prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, 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 such intent-to-use trademark application under applicable federal law or (iii) any lease, license or agreement or any property subject to a purchase money security interest or similar arrangement to the extent that a grant of a security interest therein would violate or invalidate such lease, license or agreement or purchase money arrangement or create a right of termination in favor of any other party thereto after giving effect to the applicable anti-assignment provisions of the UCC or other applicable law, other than proceeds and receivables thereof, the assignment of which is expressly deemed effective under the UCC or other applicable law notwithstanding such prohibition, provided that the Patent and Trademark Collateral shall include and such security interest shall attach immediately at such time as the condition causing such violation, invalidation or right of termination shall be remedied and to the extent severable, shall attach immediately to any portion of such lease, license, agreement, property subject to a purchase money security interest or similar arrangement that does not result in any of the consequences specified above.

SECTION 3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent on behalf of and for the ratable benefit of the Secured Parties pursuant to the Pledge and Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Patent and Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. Choice of Law

THIS SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

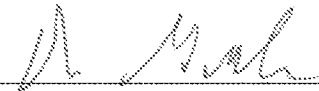
SECTION 5. Counterparts

This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

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IN WITNESS WHEREOF, the Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

THE W.W. WILLIAMS COMPANY, LLC

By: 
Name: Alan Gatlin
Title: President

[Signature page to Patent and Trademark Security Agreement]

Accepted and Agreed:
JPMORGAN CHASE BANK, N.A.
as Administrative Agent

By: 
Name: Elizabeth A. Schanover
Title: AUTHORIZED OFFICER

[Signature page to Patent and Trademark Security Agreement]

SCHEDULE A
TO PATENT AND TRADEMARK SECURITY AGREEMENT

PATENTS

REGISTERED PATENTS

None.

PATENT APPLICATIONS

None.

TRADEMARKS

REGISTERED TRADEMARKS

Trademark	Registration No.	Status	Renewal	Record Owner
Dependabuilt	1674807	Registered	February 11, 2022	W. W. WILLIAMS COMPANY, THE
Plymouth	2809850	Registered	February 3, 2024	The W. W. Williams Company
W. W. Williams	2816546	Registered	February 24, 2024	The W. W. Williams Company
W. W. Williams & Design	2794417	Registered	December 16, 2023	The W. W. Williams Company
WWW & Design	2773047	Registered	October 14, 2023	The W. W. Williams Company
WWW (overlapping circle) Design	1166781	Registered	August 25, 2021	W. W. WILLIAMS COMPANY, THE

TRADEMARK APPLICATIONS

None.

PATENT AND TRADEMARK LICENSES

1. Asset Sale and License Agreement, dated February 2, 1998, as amended, between Williams Detroit Diesel-Allison Midwest, Inc. and Allison Transmission Division of General Motors Corporation (license agreement), as amended.
2. License Agreement, dated October 1, 2015, between MOTOR Information Systems Truck Group and The W. W. Williams Company.
3. Trident License Agreement, dated May 22, 2003, between the W. W. Williams Company and Bateman Trident (Proprietary) Limited.
4. Master Professional Services Agreement, dated September 3, 2012, between the W. W. Williams Company and Lowe's Companies, Inc.
5. Software License, Service and Modification Agreement dated January 22, 1993, between Infor (US), Inc., successor-in-interest to R&D Systems Company, and the W. W. Williams Company.
6. Certain material original equipment manufacturer, supplier, dealer or distribution agreement contains standard license provisions authorizing the Borrower to use certain intellectual property of the counterparty in the course of business related to the applicable agreement.