

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM480255

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>RESUBMIT DOCUMENT ID:</b>	900448091

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
SSW INTERMEDIARY LLC		04/23/2018	Limited Liability Company: DELAWARE
SSW HOLDING COMPANY, LLC		04/23/2018	Limited Liability Company: DELAWARE
SOUTHERN STEEL & WIRE, LLC		04/23/2018	Limited Liability Company: DELAWARE
STRAITS STEEL AND WIRE, LLC		04/23/2018	Limited Liability Company: DELAWARE
AMERICAN APPLIANCE PRODUCTS, LLC		04/23/2018	Limited Liability Company: DELAWARE
COLLIS, LLC		04/23/2018	Limited Liability Company: DELAWARE
SSW PREMIER, LLC		04/23/2018	Limited Liability Company: DELAWARE
SSW REALTY KENTUCKY, L.L.C.		04/23/2018	Limited Liability Company: DELAWARE
SSW REALTY IOWA, L.L.C.		04/23/2018	Limited Liability Company: DELAWARE
COLLIS DE MEXICO, LLC		04/23/2018	Limited Liability Company: DELAWARE
ALABAMA WIRE PRODUCTS, LLC		04/23/2018	Limited Liability Company: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	JPMORGAN CHASE BANK, N.A.
<b>Street Address:</b>	10 South Dearborn, Floor L2
<b>Internal Address:</b>	Suite IL1-0480
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60603-2300
<b>Entity Type:</b>	National Banking Association: UNITED STATES

**PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	5418804	SPILL SMART
Registration Number:	1232488	WOLFF WIRE

**CORRESPONDENCE DATA**

**Fax Number:** 8446706009

*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:** 313-223-3098

**Email:** nzemgulis@dickinsonwright.com

**Correspondent Name:** M. Katherine VanderVeen

**Address Line 1:** 500 Woodward Ave.

**Address Line 2:** Suite 4000

**Address Line 4:** Detroit, MICHIGAN 48226

<b>ATTORNEY DOCKET NUMBER:</b>	7-7734
<b>NAME OF SUBMITTER:</b>	M. Katherine VanderVeen
<b>SIGNATURE:</b>	/M. Katherine VanderVeen/
<b>DATE SIGNED:</b>	07/02/2018

**Total Attachments: 12**

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## PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement") is entered into as of April 23, 2018 by and among SSW Intermediary LLC, a Delaware limited liability company (the "Borrower"), SSW Holding Company, LLC, a Delaware limited liability company, Southern Steel & Wire, LLC, a Delaware limited liability company, Straits Steel and Wire, LLC, a Delaware limited liability company, American Appliance Products, LLC, a Delaware limited liability company, Collis, LLC, a Delaware limited liability company, SSW Premier, LLC, a Delaware limited liability company, SSW Realty Kentucky, L.L.C., a Delaware limited liability company, SSW Realty Iowa, L.L.C., a Delaware limited liability company, Collis de Mexico, LLC, a Delaware limited liability company, Alabama Wire Products, LLC, a Delaware limited liability company, and any additional entities which become parties to this Agreement (all of the foregoing, each a "Grantor", and collectively, the "Grantors"), and JPMorgan Chase Bank, N.A., in its capacity as administrative agent (the "Administrative Agent") for the lenders party to the Credit Agreement referred to below.

### **Recitals**

A. The Borrower, the other Loan Parties party thereto, the Lenders party thereto and the Administrative Agent are entering into a Credit Agreement dated as of the date hereof (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

B. In connection with the Credit Agreement, the Grantors are entering into a Pledge and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") with the Administrative Agent.

C. Pursuant to the terms of the Security Agreement, each Grantor pledged, assigned and granted to the Administrative Agent a security interest in substantially all of the assets of such Grantor, including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired Patents (as defined in the Security Agreement), Trademarks (as defined in the Security Agreement), and all products and proceeds thereof, to secure the prompt and complete payment and performance of the Secured Obligations as defined in the Credit Agreement.

D. Pursuant to the terms of the Security Agreement, the Grantors are required to execute and deliver to the Administrative Agent this Agreement.

### **Agreement**

In consideration of the recitals set forth above and the mutual agreements contained herein and in the Credit Agreement and other Loan Documents (as defined in the Credit Agreement), each Grantor hereby grants to the Administrative Agent, to secure the Secured Obligations, a continuing security interest in all of such Grantor's 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 any trade name or derivations thereof):

- (1) each trademark and trademark application, including without limitation, each trademark and trademark application referred to in Schedule 1 attached hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including without limitation, each trademark license listed on Schedule 1 attached hereto, together with all goodwill associated therewith;

- (3) all products and proceeds of the foregoing, including without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including without limitation, any trademark referred to in Schedule 1 attached hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 attached hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral");
- (4) each patent and patent application, including without limitation, each patent and patent application referred to in Schedule 2 attached hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (5) each patent license, including without limitation, each patent license listed on Schedule 2 attached hereto, together with all goodwill associated therewith; and
- (6) all products and proceeds of the foregoing, including without limitation, any claim by the Grantor against third parties for past, present or future infringement of any patent, including without limitation, any patent referred to in Schedule 2 attached hereto, any patent issued pursuant to a patent application and any patent licensed under any patent license listed on Schedule 2 attached hereto (items 4 through 6 being herein collectively referred to as the "Patent Collateral").

The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement; provided, however, that nothing in this Agreement shall expand, limit or otherwise modify the security interests granted in the Security Agreement. Each Grantor acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which are 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. All capitalized terms used but not defined herein shall have the respective meanings ascribed thereto in the Security Agreement or the Credit Agreement, as applicable.

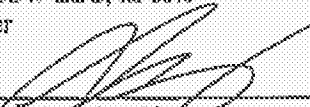
This Agreement is shall be governed by, and construed in accordance with, the internal laws (and not the law of conflicts) of the State of New York.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Patent and Trademark Agreement as of the date first set forth above.

SSW INTERMEDIARY LLC

By: TCFII SSW LLC, its sole member

By:   
Name: Jonathan Nufinaley  
Title: Vice President and Treasurer

SSW HOLDING COMPANY, LLC

By: \_\_\_\_\_  
Name: Steven C. Koss  
Title: Chief Financial Officer

SOUTHERN STEEL & WIRE, LLC

By: \_\_\_\_\_  
Name: Steven C. Koss  
Title: Chief Financial Officer

STRAITS STEEL AND WIRE, LLC

By: \_\_\_\_\_  
Name: Steven C. Koss  
Title: Chief Financial Officer

AMERICAN APPLIANCE PRODUCTS, LLC

By: \_\_\_\_\_  
Name: Steven C. Koss  
Title: Chief Financial Officer

COLLIS, LLC

By: \_\_\_\_\_  
Name: Steven C. Koss  
Title: Chief Financial Officer


IN WITNESS WHEREOF, the parties hereto have executed this Patent and Trademark Agreement as of the date first set forth above.

SSW INTERMEDIARY LLC

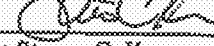
By: TCFH SSW LLC, its sole member

By: \_\_\_\_\_  
Name: Jonathan Nurnaley  
Title: Vice President and Treasurer

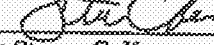
SSW HOLDING COMPANY, LLC

By:  \_\_\_\_\_  
Name: Steven C. Koss  
Title: Chief Financial Officer

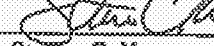
SOUTHERN STEEL & WIRE, LLC

By:  \_\_\_\_\_  
Name: Steven C. Koss  
Title: Chief Financial Officer


STRAITS STEEL AND WIRE, LLC

By:  \_\_\_\_\_  
Name: Steven C. Koss  
Title: Chief Financial Officer

AMERICAN APPLIANCE PRODUCTS, LLC

By:  \_\_\_\_\_  
Name: Steven C. Koss  
Title: Chief Financial Officer

COLLIS, LLC

By:  \_\_\_\_\_  
Name: Steven C. Koss  
Title: Chief Financial Officer

*Signature Page to Patent and Trademark Security Agreement*

SSW PREMIER, LLC

By: 

Name: Steven C. Koss

Title: Chief Financial Officer

SSW REALTY KENTUCKY, L.L.C.

By: 

Name: Steven C. Koss

Title: Chief Financial Officer

SSW REALTY IOWA, L.L.C.

By: 

Name: Steven C. Koss

Title: Chief Financial Officer

COLLIS DE MEXICO, LLC

By: 

Name: Steven C. Koss

Title: Chief Financial Officer

ALABAMA WIRE PRODUCTS, LLC

By: 

Name: Steven C. Koss

Title: Chief Financial Officer

JPMORGAN CHASE BANK, N.A.,  
as Administrative Agent

By: *Jennifer Folsom*  
Name: Jennifer Folsom  
Title: Authorized Officer

*Signature Page to Patent and Trademark Security Agreement*

TRADEMARK  
REEL: 006413 FRAME: 0069



**SCHEDULE 1**  
to  
**PATENT AND TRADEMARK SECURITY AGREEMENT**

**TRADEMARKS**

Name of Grantor	Trademark	Registration Date	Registration Number
SSW Holding Company, LLC	Spill Smart	March 6, 2018	5,418,804
SSW Holding Company, LLC	WOLFF WIRE	March 29, 1983	1,232,488

**TRADEMARK APPLICATIONS**

None.

**TRADEMARK LICENSES**

None.

**SCHEDULE 2**  
to  
**PATENT AND TRADEMARK SECURITY AGREEMENT**

**PATENTS**

Name of Grantor	Patent Description	Issue Date	Patent Number
SSW Holding Company, LLC	Spill containing refrigerator shelf assembly	December 8, 2015	US9,207,012
SSW Holding Company, LLC	Spill containing refrigerator shelf assembly	November 10, 2015	US9,179,773
SSW Holding Company, LLC	Anti-tip and retention assembly for appliance support plate	November 3, 2015	US9,173,490
SSW Holding Company, LLC	Cooking appliance surfaces having spill containment pattern and methods of making the same	July 7, 2015	US9,074,778
SSW Holding Company, LLC	Slide Rack	June 9, 2015	US9,052,118
SSW Holding Company, LLC	Anti-tip and retention assembly for appliance support plate	February 24, 2015	US8,960,827
SSW Holding Company, LLC	Shelf with LED assembly	February 3, 2015	US8,944,621
SSW Holding Company, LLC (co-owned with Electrolux Home Products, Inc. per 2009 patent agreement)	Glide Rack	February 11, 2014	US8646444]
SSW Holding Company, LLC	Oven rack having integral lubricious, dry porcelain surface	June 3, 2014	US,8739,773
SSW Holding Company, LLC	Spill containing refrigerator shelf assembly	December 3, 2013	US8,596,205
SSW Holding Company, LLC	Full extension refrigerator shelf and basket system	April 9, 2013	US8,414,095
SSW Holding Company, LLC	Spill containing refrigerator shelf assembly	October 16, 2012	US8,286,561
SSW Holding Company, LLC	Method of forming a steel wire oven rack for later porcelain coating	November 6, 2007	US7,290,320
SSW Holding Company, LLC	Coating with anti-microbial agent for refrigerator shelving	April 11, 2006	US7,026,018
SSW Holding Company, LLC	Porcelain Oven Rack	July 12, 2005	US6,915,552
SSW Holding Company, LLC	Porcelain Oven Rack	January 4, 2005	US6,837,235
SSW Holding Company, LLC	Spill containing refrigerator shelf assembly	January 3, 2017	US9,532,649

SSW Holding Company, LLC	Assembly for attachment to rear wall of appliance cavity	March 29, 2016	US9,297,539
SSW Holding Company, LLC	Anti-tip and retention assembly for appliance support plate	November 29, 2016	US9,504,324
SSW Holding Company, LLC	Shelving assembly and support assembly for shelving	March 21, 2017	US9,596,934
SSW Holding Company, LLC	Multi material basket for refrigerator or freezer	August 16, 2016	US9,417,007
SSW Holding Company, LLC	Oven rack assemblies with release mechanisms and catches	March 7, 2017	US9,587,838

PATENT APPLICATIONS

Name of Grantor	Patent Application	Application Filing Date	Application Serial Number
SSW Holding Company, LLC	Multi-material basket for refrigerator or freezer	February 20, 2007	US15/209,241
SSW Holding Company, LLC	Spill containing refrigerator shelf assembly	March 17, 2017	US15/462,743
SSW Holding Company, LLC	Cooking appliance surfaces having spill containment pattern and methods of making the same	May 15, 2015	US14/713,742
SSW Holding Company, LLC	Counterweight	October 16, 2014	US15/039,009
SSW Holding Company, LLC	Refrigerator Shelf	May 2, 2017	US62/500,322
SSW Holding Company, LLC	Oven rack assemblies with release mechanisms and catches	February 8, 2010	US13/147,860
SSW Holding Company, LLC	Oven rack assemblies with release mechanisms and catches	January 30, 2018	US15/883,531
SSW Holding Company, LLC	Oven rack assemblies with release mechanisms and catches	February 6, 2017	US15/425,561

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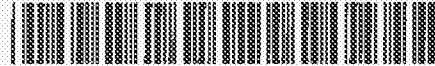
UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND  
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

June 29, 2018

PTAS

M. KATHERINE VANDERVEEN  
500 WOODWARD AVE.  
SUITE 4000  
DETROIT, MI 48226



900448091

United States Patent and Trademark Office  
Notice of Non-Recordation of an Assignment Document

The enclosed document has been examined and found non-recordable by the Assignment Recordation Branch of the U.S. Patent and Trademark Office. The reason(s) for non-recordation are stated below:

1. The document submitted has been non-recorded due to a customer request to stop processing this transaction.

Documents being resubmitted for recordation must reflect the corrected information to be recorded, the Document ID number referenced above and all pages from this submitted document. The original date of filing of this assignment document will be maintained if resubmitted with the appropriate correction(s) by Monday, July 30, 2018, as outlined under 37 CFR 3.51. The resubmitted document must include a stamp with the official date of receipt under 37 CFR 3. Applicants may use the certified procedures under 37 CFR 2.197 or 2.198 for resubmission of the returned papers if they desire to have the benefit of the date of deposit in the United States Postal Service.

To file the resubmission electronically, navigate to the ETAS website at <http://etas.uspto.gov>, click the Start Resubmission button and enter the following information:

Document ID: 900448091  
Access Code: USF1XERRRI4GLT8

To file the resubmission in paper, send documents to: U.S. Patent and Trademark Office, Mail Stop: Assignment Recordation Branch, P.O. BOX 1450, Alexandria, VA 22313. If you have any questions regarding this notice, you may contact the Assignment Recordation Branch at 571-272-3350.

LANAI BUTLER  
ASSIGNMENT RECORDATION BRANCH  
PUBLIC RECORDS DIVISION

<b>TRADEMARK ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
SSW INTERMEDIARY LLC		04/23/2018	Limited Liability Company: DELAWARE
SSW HOLDING COMPANY, LLC		04/23/2018	Limited Liability Company: DELAWARE
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COLLIS DE MEXICO, LLC		04/23/2018	Limited Liability Company:
ALABAMA WIRE PRODUCTS, LLC		04/23/2018	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
Name:	JPMORGAN CHASE BANK, N.A.		
Street Address:	10 South Dearborn, Floor L2		
Internal Address:	Suite IL1-0480		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603-2300		
Entity Type:	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 2</b>			

Property Type	Number	Word Mark
Registration Number:	5418804	SPILL SMART
Registration Number:	1232488	WOLFF WIRE

**CORRESPONDENCE DATA**

Fax Number: 846706009  
Phone: 313-225-3098  
Email: [nzemguliz@dickinsonwright.com](mailto:nzemguliz@dickinsonwright.com)  
*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.*  
Correspondent Name: M. Katherine VanderVeen  
Address Line 1: 500 Woodward Ave  
Address Line 2: Suite 4000  
Address Line 4: Detroit, MICHIGAN 48226

<b>ATTORNEY DOCKET NUMBER:</b>	7-7734
<b>NAME OF SUBMITTER:</b>	M. Katherine VanderVeen
<b>Signature:</b>	/M. Katherine VanderVeen/
<b>Date:</b>	04/25/2018

Total Attachments: 9  
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**RECEIPT INFORMATION**

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Fee Amount: \$65