

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM503263

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ADAMS MFG. CORP.		12/21/2018	Corporation: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	UBS AG, LONDON BRANCH, AS AGENT		
<b>Street Address:</b>	5 BROADGATE		
<b>City:</b>	LONDON		
<b>State/Country:</b>	GREAT BRITAIN		
<b>Postal Code:</b>	EC2M 2QS		
<b>Entity Type:</b>	BANK: SWITZERLAND		
<b>PROPERTY NUMBERS Total: 26</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2254216	MAGNANIMALS	
<b>Registration Number:</b>	2293703	A	
<b>Registration Number:</b>	1675130		
<b>Registration Number:</b>	1804273	MAGNET MAN	
<b>Registration Number:</b>	1839448		
<b>Registration Number:</b>	1831212	VACUUM MAN	
<b>Registration Number:</b>	1923435	ADAMS	
<b>Registration Number:</b>	2679358	QUIK-FOLD	
<b>Registration Number:</b>	3339265		
<b>Registration Number:</b>	3371984	NOSE MAN	
<b>Registration Number:</b>	3721745	SPINE-FRIENDLY SUPPORT	
<b>Registration Number:</b>	3802594	ERGO ADIRONDACK	
<b>Registration Number:</b>	4284024	REALCOMFORT ADIRONDACK	
<b>Registration Number:</b>	4286886	CELEBRATING AMERICAN INGENUITY	
<b>Registration Number:</b>	4393309	NO MORE WIMPY CLIPS	
<b>Registration Number:</b>	4397086	CCH	
<b>Registration Number:</b>	4953857	BIG EASY	
<b>Registration Number:</b>	5058886	LIL' EASY	
<b>Registration Number:</b>	5330979	SUCTION POWER MADE IN USA	

CH \$665.00 2254216

Property Type	Number	Word Mark
Registration Number:	5195753	CCH COMMERCIAL CHRISTMAS HARDWARE
Registration Number:	5502964	EASY PUSH
Registration Number:	5503237	PENZA
Registration Number:	3447935	MIGHTY MINI MEN
Registration Number:	3452296	CLAMP MAN
Registration Number:	4237786	REALCOMFORT
Registration Number:	4246062	SAFETYGRIP

**CORRESPONDENCE DATA**

Fax Number: 2127514864  
*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: 212-906-1216  
Email: angela.amaru@lw.com  
Correspondent Name: Latham & Watkins LLP c/o Angela M. Amaru  
Address Line 1: 885 Third Avenue  
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	030385-0378
NAME OF SUBMITTER:	Angela M. Amaru
SIGNATURE:	/s/ Angela M. Amaru
DATE SIGNED:	12/21/2018

**Total Attachments: 6**

- source=ELS - Trademark Security Agreement (executed version)#page1.tif
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## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of December 21, 2018 (this "Agreement"), is made by the signatory hereto indicated as a Grantor (the "Grantor") in favor of UBS AG, LONDON BRANCH, as Security Agent for the Secured Parties (in such capacity and together with its successors and assigns in such capacity, the "Agent").

**WHEREAS**, pursuant to that certain Senior Facilities Agreement dated as of October 31, 2016 by and among Keter Group B.V., a private company with limited liability incorporated under the laws of the Netherlands ("Borrower"), Krona Holding (Luxembourg) II S.A.R.L., a société à responsabilité limitée organized and existing under the laws of the Grand Duchy of Luxembourg, the Agent and the other parties from time to time party thereto (as the same may hereafter be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and conditions set forth therein;

**WHEREAS**, the Grantor has acceded as a grantor to that certain Pledge and Security Agreement dated as of February 27, 2017 among the grantors referred to therein and the Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement") pursuant to that certain Assumption Agreement, dated as of the date hereof, made by the Grantor in favor of the Agent; and pursuant to such Pledge and Security Agreement, the Grantor has assigned, transferred and granted to the Agent, for the benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined below); and

**WHEREAS**, pursuant to the Pledge and Security Agreement, the Grantor agreed to execute and deliver this Agreement to the Agent, in order to record the security interest granted to the Agent for the benefit of the Secured Parties with the United States Patent and Trademark Office.

**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 Agent as follows:

### **SECTION 1. Defined Terms**

Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Pledge and Security Agreement, and if not defined therein, shall have the respective meanings given thereto in the Credit Agreement.

### **SECTION 2. Grant of Security Interest in Trademark Collateral**

**SECTION 2.1 Grant of Security Interest.** The Grantor hereby assigns and transfers to the Agent, and hereby grants to the Agent, for the benefit of the Secured Parties, a security interest in, all of the following property, in each case, wherever located and now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral") as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Secured Obligations:

all domestic, foreign and multinational trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade

styles, logos, Internet domain names, other indicia of origin or source identification, and general intangibles of a like nature, whether registered or unregistered, and, with respect to any and all of the foregoing: (i) all registrations and applications for registration thereof including, without limitation, the registrations and applications listed in Schedule A attached hereto, (ii) all extensions and renewals thereof, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) all rights to sue or otherwise recover for any past, present and future infringement, dilution, or other violation thereof, (iv) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, proceeds of suit and other payments now or hereafter due and/or payable with respect thereto, and (v) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

**SECTION 2.2 Certain Exclusions.** Notwithstanding anything herein to the contrary, in no event will the Trademark Collateral include and the Grantor will not be deemed to have granted a security interest in any of its right, title or interest in any Excluded Assets.

### **SECTION 3. Security Agreement**

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Agent for the Secured Parties pursuant to the Pledge and Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the 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. Governing Law**

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW RULES THAT WOULD RESULT IN THE APPLICATION OF A DIFFERENT GOVERNING LAW (OTHER THAN ANY MANDATORY PROVISIONS OF THE UCC RELATING TO THE LAW GOVERNING PERFECTION AND EFFECT OF PERFECTION OF THE SECURITY INTERESTS).

### **SECTION 5. Counterparts**

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

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.


ADAMS MFG. CORP.,  
as Grantor

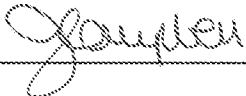
By: Warren T. Last  
Name: Warren Last  
Title: CEO

HC-D0082334839.2

Accepted and Agreed:

**UBS AG, LONDON-BRANCH,**  
as Agent

By:   
Name: ALAN GREENHOW  
Title: DIRECTOR

By:   
Name:  
Title: Judith Campbell  
Director

**SCHEDULE A**  
to  
**TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

<b>Trademark</b>	<b>Status</b>	<b>Date</b>	<b>Serial Number</b>	<b>Filed</b>	<b>Registration Number</b>	<b>Owner</b>
MAGNANIMALS	Renewed	06/15/2009	75-309309	06/16/1997	2,254,216	Adams Mfg. Corp.
A and design	Renewed	11/16/2009	75-978492	06/04/1997	2,293,703	Adams Mfg. Corp.
Misc. design	Renewed	02/11/2012	74-128235	01/07/1991	1,675,130	Adams Mfg. Corp.
MAGNET MAN	Renewed	11/16/2013	74-365171	03/05/1993	1,804,273	Adams Mfg. Corp.
Misc. design	Renewed	06/14/2014	74-408275	07/02/1993	1,839,448	Adams Mfg. Corp.
VACUUM MAN	Renewed	04/19/2014	74-420299	08/04/1993	1,831,212	Adams Mfg. Corp.
ADAMS	Renewed	10/03/2015	74-557049	08/04/1994	1,923,435	Adams Mfg. Corp.
QUICK-FOLD	Renewed	01/28/2013	75-746490	07/09/1999	2,679,358	Adams Mfg. Corp.
Misc. design	Renewed	11/20/2017	78-557562	02/01/2005	3,339,265	Adams Mfg. Corp.
NOSE MAN	Renewed	01/22/2018	77-174437	05/07/2007	3,371,984	Adams Mfg. Corp.
SPINE-FRIENDLY SUPPORT and design	Registered	01/14/2016	77-732794	05/08/2009	3,721,745	Adams Mfg. Corp.
ERGO ADIRONDACK	Registered	08/26/2016	77-850382	10/16/2009	3,802,594	Adams Mfg. Corp.
REALCOMFORT ADIRONDACK	Registered	01/29/2013	85-578196	03/23/2012	4,284,024	Adams Mfg. Corp.
CELEBRATING AMERICAN	Registered	02/05/2013	85-583438	03/29/2012	4,286,886	Adams Mfg. Corp.

Trademark	Status	Date	Serial Number	Filed	Registration Number	Owner
INGENUITY and design						
NO MORE WIMPY CLIPS	Registered	08/27/2013	85-584962	03/30/2012	4,393,309	Adams Mfg. Corp.
CCH and design	Registered	09/03/2013	85-584979	03/30/2012	4,397,086	Adams Mfg. Corp.
BIG EASY	Registered	05/10/2016	86-544451	02/24/2015	4,953,857	Adams Mfg. Corp.
LIL'EASY	Registered	10/11/2016	86-926509	03/02/2016	5,058,886	Adams Mfg. Corp.
SUCTION POWER MADE IN USA and design	Registered	11/07/2017	87-161725	09/06/2016	5,330,979	Adams Mfg. Corp.
CCH COMMERCIAL CHRISTMAS HARDWARE and design	Registered	05/02/2017	87-238950	11/16/2016	5,195,753	Adams Mfg. Corp.
EASY PUSH	Registered	06/26/2018	87-695017	11/22/2017	5,502,964	Adams Mfg. Corp.
PENZA	Registered	06/26/2018	87-786532	02/06/2018	5,503,237	Adams Mfg. Corp.
MIGHTY MINI MEN	Renewed	06/17/2018	77-174449	05/07/2007	3,447,935	Adams Mfg. Corp.
CLAMP MAN	Renewed	06/24/2018	77-174459	05/07/2007	3,452,296	Adams Mfg. Corp.
REALCOMFORT	Registered	11/24/2018	85-621569	05/10/2012	4,237,786	Adams Mfg. Corp.
SAFETYGRIP	Registered	11/20/2012	85-621575	05/10/2012	4,246,062	Adams Mfg. Corp.