# CH \$1740.00 153917

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM554565

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
ECM Industries, LLC		12/23/2019	Limited Liability Company: DELAWARE
King Technology of Missouri, LLC		12/23/2019	Limited Liability Company: MISSOURI

### **RECEIVING PARTY DATA**

Name:	Antares Capital LP, as Agent
Street Address:	500 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	Limited Partnership: DELAWARE

### **PROPERTY NUMBERS Total: 69**

Property Type	Number	Word Mark
Registration Number:	1539177	POCKET-PRO
Registration Number:	4313242	SYRINGE SUCKER
Registration Number:	2797903	ARMOREDGE
Registration Number:	5136176	BERGEN INDUSTRIES, INC.
Registration Number:	2979014	BIG BEN
Registration Number:	3403342	CABLE BOSS
Registration Number:	3815486	CABLE WRAPTOR
Registration Number:	3440762	CALTERM
Registration Number:	3645765	CIRCUIT ALERT
Registration Number:	5143381	CREATIVE SOLUTIONS
Registration Number:	1290713	CYCLONE
Registration Number:	2269297	DOUBLELOCK
Registration Number:	4261670	DURABLE. ACCURATE. SAFE.
Registration Number:	1530565	EEGOR
Registration Number:	0776985	EJECT-O-MATIC
Registration Number:	4853976	GARDNER BENDER
Registration Number:	1131216	GB
		TRADEMARK

<del>TRADEMARK</del>

900528280 REEL: 006824 FRAME: 0268

Property Type	Number	Word Mark
Registration Number:	4876805	GB
Registration Number:	4624769	GB XTREME
Registration Number:	2093551	HEX-LOK
Registration Number:	0948151	JET LINE
Serial Number:	88158546	SECURITIE
Registration Number:	3891840	SPERRY
Registration Number:	1692618	TECHMASTER
Registration Number:	1697142	THE PROFESSIONAL'S CHOICE
Registration Number:	0940930	TRUE TAPE
Registration Number:	2030596	UNI-LOK
Registration Number:	3397657	WINGGARD
Registration Number:	1987819	TWIN KIT
Registration Number:	1384041	FAST WIRING
Registration Number:	1393887	FAST WIRING
Registration Number:	1365263	CAL TERM
Registration Number:	1703021	"ONE-STEP"
Registration Number:	5196374	316 IR+
Registration Number:	3303229	AL-COP
Registration Number:	3265582	ALUMICONN
Registration Number:	3261703	ALUMICONN
Registration Number:	3523140	BLAZING
Registration Number:	2633211	COMFORT SQUEEZE
Registration Number:	4442717	CONTRACTORS' CHOICE
Registration Number:	4455174	DBR/Y-600
Registration Number:	3261706	DBSR
Registration Number:	4581702	DBYN-600
Registration Number:	3460317	
Registration Number:	1656164	
Registration Number:	2863470	DRYCONN
Registration Number:	4403125	DRYCONN
Registration Number:	3791760	
Registration Number:	3778373	GORILLA NUTS
Registration Number:	4235582	GORILLA NUTS
Registration Number:	5065990	INSTA-LIGHT
Registration Number:	4512688	I-TOOL
Registration Number:	4400013	K
Registration Number:	4477111	K
Registration Number:	1726997	KING

Property Type	Number	Word Mark
Registration Number:	1574705	KING DRAINS
Registration Number:	4403122	KING GRIPS
Registration Number:	3034089	KING GRIPS
Registration Number:	4619935	KING INNOVATION
Registration Number:	4623687	KING INNOVATION
Registration Number:	3783123	LEAK-B-GONE
Registration Number:	4933444	L-TOOL
Registration Number:	3956280	MAX 5 12S
Registration Number:	3342537	SIPHON KING
Registration Number:	3350722	SIPHON KING
Registration Number:	3409700	SMARTGEL
Registration Number:	2705301	SNAPTAP
Registration Number:	5505046	TREELIGHT MOUNT
Registration Number:	3398958	VISILOCK

### **CORRESPONDENCE DATA**

**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:** 312.577.8034

Email: oscar.ruiz@katten.com

Correspondent Name: Oscar Ruiz c/o Katten Muchin Rosenman

Address Line 1: 525 West Monroe Street
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	387132-00648
NAME OF SUBMITTER:	Oscar Ruiz
SIGNATURE:	/Oscar Ruiz/
DATE SIGNED:	12/23/2019

### **Total Attachments: 8**

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### TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement") dated as of December 23, 2019 is made by the Persons listed on the signature pages hereof (collectively, the "Grantors") in favor of ANTARES CAPITAL LP, as administrative agent ("Agent") for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement referred to therein.

WHEREAS, ECMI HOLDINGS, LLC, a Delaware limited liability company ("Holdings"), CYCLONE FINANCE, LLC, a Delaware limited liability company (the "Initial Borrower"), immediately upon consummation of the Finance Merger (as defined in the Credit Agreement defined below), ECM INDUSTRIES, LLC, a Delaware limited liability company (the "Company"), the other Persons (as defined therein) party thereto that are designated as a "Credit Party", Agent, each Lender from time to time party thereto and each other party thereto have entered into the Credit Agreement dated as of December 23, 2019 (the "Closing Date") (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which the Lenders have severally agreed to make Loans, the L/C Issuers to issue Letters of Credit, the Secured Swap Providers to enter into Secured Rate Contracts and the Cash Management Banks to enter into agreements giving rise to Cash Management Obligations upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Grantors have entered into the Security Agreement dated as of the Closing Date (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in order to induce the Lenders to make Loans, the L/C Issuers to issue Letters of Credit, the Secured Swap Providers to enter into Secured Rate Contracts and the Cash Management Banks to enter into agreements giving rise to Cash Management Obligations.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. <u>Grant of Security</u>. Each Grantor hereby grants to Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all of such Grantor's right, title or interest in or to any and all of the following assets and properties 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 "<u>IP Collateral</u>"):

The registered Trademarks (as defined in the Security Agreement) and Trademarks for which applications are pending in the United States Patent and Trademark Office set forth in Schedule A hereto (excluding any United States "intent-to-use" trademark application prior to the filing and acceptance of a "Statement of Use" or "Amendment to Allege Use" with respect

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thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant, attachment or enforcement of a Security Interest hereunder would impair the validity or enforceability of such intent-to-use trademark application or any registration issuing therefrom under applicable federal law).

SECTION 2. Security for Obligations. The grant of a security interest in the IP Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Credit Party.

SECTION 3. <u>Recordation</u>. This IP Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in counterparts, each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile transmission or other electronic communication (including ".pdf" or ".tif" files) shall be as effective as delivery of a manually signed counterpart of this Agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, Agent with respect to the IP Collateral are more fully set forth in 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 IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 6. <u>GOVERNING LAW</u>. THIS IP SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 7. <u>Severability</u>. The illegality or unenforceability of any provision of this Agreement or any instrument or agreement required hereunder shall not in any way affect or impair the legality or enforceability of the remaining provisions of this Agreement or any instrument or agreement required hereunder.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the day and year first above written.

ECM INDUSTRIES, LLC KING TECHNOLOGY OF MISSOURI, LLC, each, a Grantor

Name: Matthew Walter

Title: Chief Financial Officer and Secretary

[Signature Page to Trademark Security Agreement]

TRADEMARK

REEL: 006824 FRAME: 0273

## ANTARES CAPITAL LP, as Agent

Name: Phillip Croff
Title: Duly Authorized Signatory

# United States Trademark Registrations and Trademark Applications

Owner of Record	Mark	lmage	Country	Status	Application	Filed Date	Registration	Registration	Renewal
					<del>Z</del>		No.	Date	Due Date
ECM Industries, LLC	POCKET-PRO		United States of America	Registered	73/759148	1988-10-24	1539177	1989-05-16	2019-11-16
King Technology of Missouri, LLC	SYRINGE SUCKER		United States of America	Registered	76/711302	2012-04-20	4313242	2013-04-02	2019-10-02
ECM Industries, LLC	ARMOREDGE		United States of America	Registered	78/214,832	2003-02-14	2797903	2003-12-23	2023-12-23
ECM Industries, LLC	BERGEN INDUSTRIES, INC.		United States of America	Registered	87/055,510	2016-05-31	5136176	2017-02-07	2027-02-07
ECM Industries, LLC	BIG BEN		United States of America	Registered	78/273,681	2003-07-14	2979014	2005-07-26	2025-07-26
ECM Industries, LLC	CABLE BOSS		United States of America	Registered	78/828,285	2006-03-03	3403342	2008-03-25	2028-03-25
ECM Industries, LLC	CABLE WRAPTOR		United States of America	Registered	77/713,571	2009-04-14	3815486	2010-07-06	2020-07-06
ECM Industries, LLC	CALTERM		United States of America	Registered	78/943,108	2006-08-02	3440762	2008-06-03	2028-06-03
ECM Industries, LLC	CIRCUIT ALERT		United States of America	Registered	77/465,455	2008-05-05	3645765	2009-06-30	2019-06-30
ECM Industries, LLC	CREATIVE SOLUTIONS		United States of America	Registered	86/980,550	2015-05-01	5143381	2017-02-14	2027-02-14
ECM Industries, LLC	CYCLONE		United States of America	Registered	73/354,675	1982-03-15	1290713	1984-08-21	2024-08-21
ECM Industries, LLC	DOUBLELOCK		United States of America	Registered	74/666,713	1995-04-28	2269297	1999-08-10	2019-08-10
ECM Industries, LLC	DURABLE. ACCURATE. SAFE.		United States of America	Registered	77/745,319	2009-05-27	4261670	2012-12-18	2022-12-18
ECM Industries, LLC	EEGOR		United States of America	Registered	73/734,301	1988-06-09	1530565	1989-03-21	2029-03-21
ECM Industries, LLC	EJECT-O-MATIC		United States of America	Registered	72/186,049	1964-02-05	776985	1964-09-15	2024-09-15
ECM Industries, LLC	GARDNER BENDER		United States of America	Registered	86/426,190	2014-10-16	4853976	2015-11-17	2025-11-17
ECM Industries, LLC	GB		United States of America	Registered	73/093,494	1976-07-15	1131216	1980-02-26	2020-02-26
ECM Industries, LLC	GB		United States of America	Registered	86/426,183	2014-10-16	4876805	2015-12-29	2025-12-29
ECM Industries, LLC	GB XTREME		United States of America	Registered	86/233,757	2014-03-27	4624769	2014-10-21	2024-10-21
ECM Industries, LLC	HEX-LOK		United States	Registered	75/013,031	1995-10-31	2093551	1997-09-02	2027-09-02

2023-12-24	2013-12-24	4455174	2013-08-15	86/039,565	Registered	United States of America		DBR/Y-600	King Technology of Missouri, LLC
2023-12-03	2013-12-03	4442717	2013-02-06	85/842,950	Registered	United States of America		CONTRACTORS' CHOICE	King Technology of Missouri, LLC
2012-10-08	2002-10-08	2633211	2001-06-08	76/268,204	Registered	United States of America		COMFORT SQUEEZE	King Technology of Missouri, LLC
2018-10-28	2008-10-28	3523140	2007-04-04	77/148,663	Registered	United States of America		BLAZING	King Technology of Missouri, LLC
2017-07-10	2007-07-10	3261703		76/653,128	Registered	United States of America		ALUMICONN	King Technology of Missouri, LLC
2017-07-17	2007-07-17	3265582		76/653,132	Registered	United States of America	ALIMECONN	ALUMICONN	King Technology of Missouri, LLC
2017-10-02	2007-10-02	3303229	2006-02-17	76/655,312	Registered	United States of America		AL-COP	King Technology of Missouri, LLC
2027-05-02	2017-05-02	5196374		86/756,193	Registered	United States of America		316 IR+	King Technology of Missouri, LLC
2002-07-28	1992-07-28	1703021	1991-09-26	74/206,984	Registered	United States of America		"ONE-STEP"	King Technology of Missouri, LLC
	1985-10-15	1365263	1985-04-22	73533213	Registered	United States of America		CAL TERM	ECM Industries, LLC
	1986-05-20	1393887	1985-08-8	73552443	Registered	United States of America		FAST WIRING	ECM Industries, LLC
	1986-02-25	1384041	1985-08-8	73552411	Registered	United States of America		FAST WIRING	ECM Industries, LLC
	1996-07-23	1987819	1993-06-21	74403211	Registered	United States of America		TWIN KIT	ECM Industries, LLC
2028-03-18	2008-03-18	3397657	2007-06-20	77/210,802	Registered	United States of America		WINGGARD	ECM Industries, LLC
2027-01-14	1997-01-14	2030596	1994-05-10	74/522,684	Registered	United States of America		UNI-LOK	ECM Industries, LLC
2022-08-15	1972-08-15	940930	1970-12-07	72/378,068	Registered	United States of America		TRUE TAPE	ECM Industries, LLC
2022-06-23	1992-06-23	1697142	1991-01-09	74/128,943	Registered	United States of America		THE PROFESSIONAL'S CHOICE	ECM Industries, LLC
2022-06-09	1992-06-09	1692618	1990-08-06	74/085,575	Registered	United States of America		TECHMASTER	ECM Industries, LLC
2020-12-21	2010-12-21	3891840	2009-05-27	77/745,309	Registered	United States of America		SPERRY	ECM Industries, LLC
			2018-10-17	88/158,546	Application	United States of America		SECURITIE	ECM Industries, LLC
2022-12-05	1972-12-05	948151	1972-01-10	72/412,113	Registered	United States of America		JET LINE	ECM Industries, LLC
						of America			

King Technology of Missouri,	King Technology of Missouri, LLC	King Technology of Missouri, LLC	King Technology of Missouri, LLC		King Technology of Missouri, LLC															
L-TOOL	LEAK-B-GONE	KING INNOVATION (STYLIZED)	KING INNOVATION	KING GRIPS AND DESIGN	KING GRIPS	KING DRAINS	KING (STYLIZED)	K AND DESIGN	K AND DESIGN	I-TOOL	INSTA-LIGHT	GORILLA NUTS (STYLIZED)	GORILLA NUTS	ELECTRICAL CONNECTORS COLOR BLACK	DRYCONN AND DESIGN	DRYCONN	DESIGN ONLY	DESIGN	DBYN-600	DBSR
							Z	*	X						DAY COLUM		•			
United States	United States of America	United States of America	United States of America	United States of America	United States of America	United States of America	United States of America	United States of America	United States of America	United States of America	United States of America	United States of America	United States of America	United States of America	United States of America					
Registered	Registered	Registered	Registered	Registered	Registered	Registered	Registered	Registered	Registered	Registered	Registered	Registered	Registered	Registered	Registered	Registered	Registered	Registered	Registered	Registered
86/451,191	76/699,132	86/125,576	86/125,524	76/634,778	85/842,880	73/800,098	74/176,376	85/842,978	85/842,993	85/969,768	86/953,167	76/707,095	76/675,580	76/694,460	85/842,966	76/493,313	73/801,228	77/152,828	86/039,577	76/659,693
2014-11-11	2009-08-24	2013-11-21	2013-11-21	2005-04-01	2013-02-06	1989-05-15	1991-06-17	2013-02-06	2013-02-06	2013-06-25	2016-03-25	2011-04-04	2007-04-17	2008-11-24	2013-02-06	2003-02-21	1989-05-19	2007-04-10	2013-08-15	2006-05-08
4933444	3783123	4623687	4619935	3034089	4403122	1574705	1726997	4477111	4400013	4512688	5065990	4235582	3778373	3791760	4403125	2863470	1656164	3460317	4581702	
2016-04-05	2010-05-04	2014-10-21	2014-10-14	2005-12-27	2013-09-17	1990-01-02	1992-10-27	2014-02-04	2013-09-10	2014-04-08	2016-10-18	2012-11-06	2010-04-20	2010-05-25	2013-09-17	2004-07-13	1991-09-10	2008-07-08	2014-08-05	2007-07-10
2026-04-05	2020-05-04	2024-10-21	2024-10-14	2025-12-27	2023-09-17	2020-01-02	2022-10-27	2024-02-04	2023-09-10	2024-04-08	2026-10-18	2022-11-06	2020-04-20	2020-05-25	2023-09-17	2024-07-13	2021-09-10	2028-07-08	2024-08-05	2017-07-10

**RECORDED: 12/23/2019** 

King Technology of Missouri, VISII LLC		King Technology of Missouri, SNAPTAP LLC	King Technology of Missouri, SMALLC	King Technology of Missouri, SIPHON LLC DESIGN	King Technology of Missouri, SIPHOLLC	King Technology of Missouri, MAX	LLC
VISILOCK	TREELIGHT MOUNT	PTAP	SMARTGEL	SIPHON KING AND DESIGN	SIPHON KING	MAX 5 12S	
				(mic)			
United States of America	United States of America	United States of America	United States of America	United States of America	United States of America	United States of America	of America
Registered	Registered	Registered	Registered	Registered	Registered	Registered	
76/673,998	1	76/277,552	76/673,996	76/673,995	76/673,997	76/701,838	
2007-03-13	2017-01-17	2001-06-28	2007-03-13	2007-03-13	2007-03-13	2010-03-01	
3398958	5505046	2705301	3409700	3350722	3342537	3956280	
2008-03-18	2018-06-26	2003-04-08	2008-04-08	2007-12-11	2007-11-27	2011-05-10	
2028-03-18	2028-06-26	2023-04-08	2028-04-08	2017-12-11	2027-11-27	2021-05-10	