ETAS ID: TM581081

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1

Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT NATURE OF CONVEYANCE: SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Triad Manufacturing, Inc.		06/11/2020	Corporation: MISSOURI

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.		
Street Address:	10 S. Dearborn, FL L2, IL1-1145		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3720798	TRIAD MANUFACTURING

CORRESPONDENCE DATA

Fax Number: 3128637806

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: 3128637198

Email: nancy.brougher@goldbergkohn.com

Correspondent Name: Nancy J. Brougher, Paralegal

Address Line 1: c/o Goldberg Kohn Ltd. Address Line 2: 55 East Monroe, Suite 3300 Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	1075.303	
NAME OF SUBMITTER:	Nancy Brougher	
SIGNATURE:	/njb/	
DATE SIGNED:	06/12/2020	

Total Attachments: 5

source=Triad Trademark_Security_Agreement#page1.tif source=Triad Trademark Security Agreement#page2.tif source=Triad Trademark_Security_Agreement#page3.tif source=Triad Trademark_Security_Agreement#page4.tif

> **TRADEMARK** REEL: 006969 FRAME: 0739

900553671

 $source = Triad\ Trademark_Security_Agreement\#page 5.tif$

TRADEMARK REEL: 006969 FRAME: 0740

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of June 11, 2020 (this "Agreement"), between TRIAD MANUFACTURING, INC., a Missouri corporation (the "Grantor") and JPMORGAN CHASE BANK, N.A. (the "Lender").

Reference is made to that certain Pledge and Security Agreement, dated of even date herewith (as amended, amended and restated, waived, supplemented and/or otherwise modified from time to time, the "Security Agreement"), among the Grantor, the other grantors party thereto and Lender. The Lender has agreed to extend credit and provide other financial accommodations to the Grantor subject to the terms and conditions set forth in that certain Credit Agreement, dated as of the date hereof (as amended, amended and restated, waived, supplemented and/or otherwise modified from time to time, the "Credit Agreement"). The obligations of the Lender to provide loans, advances and other financial accommodations are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantor will derive substantial benefits from the Lender providing loans, advances and other financial accommodations to the Grantor pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lender to provide such financial accommodations. Accordingly, the parties hereto agree as follows:

SECTION 1. <u>Terms</u>. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to such terms in the Security Agreement or Credit Agreement, as applicable. The rules of construction specified in the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does grant to the Lender and its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned by the Grantor or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

- (a) 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 and all registrations and applications for registration thereof, including those listed on Schedule I (the "Trademarks");
 - (b) all extensions and renewals thereof;
- (c) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing;

11619220v12 6/9/2020 11:45 AM 1075.303

- (d) all rights to any past, present or future claims or causes of actions arising out of or related to any infringement, dilution, misappropriation or other violation of any of the foregoing;
- (e) all rights to receive all proceeds therefrom, including without limitation license fees, royalties, income payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect to the foregoing; and
- (f) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.
- SECTION 3. <u>Security Agreement</u>. The security interests granted to the Lender herein are granted in furtherance, and not in limitation of, the security interests granted to the Lender pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby 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.
- SECTION 4. <u>Recordation</u>. The Grantor hereby authorizes and requests that the United States Patent and Trademark Office record this Agreement.

SECTION 5. Governing Law.

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

SECTION 6. 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.

* * *

THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.

[signature page follows]

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

TRIAD MANUFACTURING, INC., a Missouri

corporation

Name: Charles D. Kamper

Title: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

JPMORGAN CHASE BANK, N.A.,
as Lender
By:
Name: Van Grauf
Title: 7. Justin Office

Schedule 1

Trademark	App. No.	Reg. No.	Status	Owner
	App. Date.	Reg. Date		
TRIAD	77579049	3720798	Registered	Triad Manufacturing,
MANUFACTURING	9/25/2008	12/8/2009		Inc.
TRIAD				

RECORDED: 06/12/2020

TRADEMARK REEL: 006969 FRAME: 0745