

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM583735

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Brentwood Industries, Inc.		06/22/2020	Corporation: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	CITIBANK, N.A.		
Street Address:	601 LEXINGTON AVENUE		
Internal Address:	21ST FLOOR		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 30			
Property Type	Number	Word Mark	
Registration Number:	4179553	ACCU-FAS	
Registration Number:	1433722	ACCU-PAC	
Registration Number:	1813596	ACCU-PAC	
Registration Number:	3122096	ACCUVENT	
Registration Number:	4490255	BRENTWOOD	
Registration Number:	4668339	BRENTWOOD	
Registration Number:	4753199	BRENTWOOD	
Registration Number:	2664961	BRENTWOOD INDUSTRIES	
Registration Number:	2690087	BRENTWOOD INDUSTRIES	
Registration Number:	5770841	EXPECT RESULTS	
Registration Number:	5410645	KOROSEAL	
Registration Number:	4921184	LANDIMIZATION	
Registration Number:	4291240	POLYCHEM	
Registration Number:	2599253	PROBOSS	
Registration Number:	4539474	SEDVAC	
Registration Number:	3995178	SG	
Registration Number:	3987219	SMARTGUARD	
Registration Number:	4186690	STORMTANK	

OP \$765.00 4179553

Property Type	Number	Word Mark
Registration Number:	4733923	STORMTANK
Registration Number:	2602661	WORKHORSE
Registration Number:	6014940	WORKMAN
Serial Number:	88200956	ECOCHOICE
Serial Number:	88391487	GRITSHIELD
Serial Number:	88350608	GROUNDPRO
Serial Number:	88200962	MICROBOOST
Serial Number:	88200954	POWERCURVE
Serial Number:	88200953	SHOCKWAVE
Serial Number:	88618232	SPEEDGRID
Serial Number:	88618227	SPIRABAR
Serial Number:	88200961	THERMACROSS

CORRESPONDENCE DATA

Fax Number: 2158325619

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: 2155695619

Email: pecsenye@blankrome.com

Correspondent Name: Timothy D. Pecsénye (024228-19004 ND)

Address Line 1: One Logan Square

Address Line 2: 8th Floor

Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER: 024228-19004

NAME OF SUBMITTER: Timothy D. Pecsénye

SIGNATURE: /Timothy D. Pecsénye/

DATE SIGNED: 06/30/2020

Total Attachments: 14

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 22nd day of June, 2020, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”), and CITIBANK, N.A., a national banking association (“Citibank”), acting not individually but as agent on behalf of, and for the benefit of, the Lenders and all other Secured Parties (in such capacity, together with its successors and assigns, if any, in such capacity, herein called the “Agent”).

WITNESSETH:

WHEREAS, pursuant to that certain **CREDIT AGREEMENT**, dated as of June 22, 2020, among (i) BRENTWOOD INDUSTRIES, INC., a Pennsylvania corporation (“Brentwood”), the Subsidiaries of Brentwood identified on the signature pages thereto as “Borrowers”, and those additional Persons that are joined as a party thereto as borrowers by executing the form of joinder attached thereto (each, a “Borrower” and individually and collectively, jointly and severally, the “Borrowers”), (ii) each of the lenders identified as a “Lender” on Annex A attached thereto (together with each of its respective successors and assigns, if any, each a “Lender” and, collectively, the “Lenders”), and (iii) Agent, the Lenders have agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the Secured Parties are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of each Secured Party, that certain Guaranty and Security Agreement, dated as of June 22, 2020 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Guaranty and Security Agreement”); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of each Secured Party, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS**. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each Secured Party, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent or the other Secured Parties, or any of them, whether or not they are unenforceable or not allowable due to the occurrence of any Insolvency Event involving any Grantor.

SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of each Secured Party, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

GOVERNING LAW AND JURISDICTION AND JURY TRIAL WAIVER. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING GOVERNING LAW AND JURISDICTION AND JURY TRIAL WAIVER SET FORTH

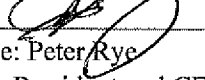
IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

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

GRANTOR:

BRENTWOOD INDUSTRIES, INC.

By: 
Name: Peter Rye
Title: President and CEO

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

CITIBANK, N.A., a national banking
association

By: _____
Name: _____
Its: Authorized Signatory

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

GRANTOR:

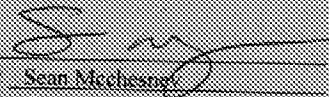
BRENTWOOD INDUSTRIES, INC.

By: _____
Name: Peter Rye
Title: President and CEO

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

CITIBANK, N.A., a national banking
association

By: 
Name: Sean Mcchesney
Title: Vice President

[Signature Page to Trademark Security Agreement (Brentwood)]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

<u>Issued Trademarks</u>				
<u>Trademark</u>	<u>Country</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Expiration Date</u>
Accu-FAS	China	1131414	8/21/2012	8/21/2022
Accu-FAS	EUTM	1131414	8/21/2012	8/21/2022
Accu-FAS	India	1131414	8/21/2012	8/21/2022
Accu-FAS	United States	4179553	7/24/2012	7/24/2022
Accu-Fas	WIPO	1131414	8/21/2012	8/21/2022
Accu-Pac	Canada	1558880	3/7/2013	3/7/2028
Accu-Pac	Canada	1559275	7/26/2013	7/26/2028
Accu-Pac	EUTM	010559771	7/19/2012	1/13/2022
Accu-Pac	India	1383024	10/26/2016	1/9/2022
Accu-Pac	India	2266327	6/26/2018	6/13/2022
Accu-Pac	Peru	219272	12/16/2014	12/16/2024
Accu-Pac	Thailand	TM420160	1/13/2012	1/12/22
Accu-Pac	United States	1433722	3/24/1987	3/24/2027
Accu-Pac	United States	1813596	12/28/1993	12/28/2023
Accu-Pac	Vietnam	1230156	5/27/2014	5/27/2024
Accu-Pac	WIPO	1230156	5/27/2014	5/27/2024
AccuVent	United States	3122096	7/25/2006	7/25/2026
Brentwood	Australia	1516932	9/27/2012	9/27/2022

<u>Issued Trademarks</u>				
<u>Trademark</u>	<u>Country</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Expiration Date</u>
Brentwood	Australia	1220788	6/20/2014	6/20/2024
Brentwood	Bahrain	1258362	7/24/2014	7/24/2024
Brentwood	Bahrain	1516932	9/27/2012	9/27/2022
Brentwood	Brazil	840280700	8/25/2015	8/25/2025
Brentwood	Brazil	840280718	8/25/2015	8/25/2025
Brentwood	Brazil	84028076	3/15/2016	3/15/2026
Brentwood	Brazil	840280734	3/15/2016	3/15/2026
Brentwood	Brazil	840280742	8/25/2015	8/25/2025
Brentwood	Canada	TMA926196	1/15/2016	1/15/2031
Brentwood	Chile	1264332	11/27/2017	11/27/2027
Brentwood	China	11558978	4/13/2014	4/13/2024
Brentwood	China	11558979	4/13/2014	4/13/2024
Brentwood	China	11558980	3/7/2014	3/6/2024
Brentwood	China	11558981	3/7/2014	3/6/2024
Brentwood	China	11558982	4/7/2014	4/7/2024
Brentwood	China	1220788	6/20/2014	
Brentwood	Columbia	1258362	7/24/2014	
Brentwood	Columbia	1258362	7/24/2014	
Brentwood	EUTM	010770832	9/27/2012	3/29/2022
Brentwood	EUTM	01220788	6/20/2014	
Brentwood	India	1220788	6/20/2014	
Brentwood	India	2350326	6/19/2012	6/19/2022
Brentwood	Mexico	1220788	6/20/2014	
Brentwood	Mexico	1343874	1/21/2013	9/28/2022
Brentwood	Mexico	1397516	9/18/2013	9/28/2022

<u>Issued Trademarks</u>				
<u>Trademark</u>	<u>Country</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Expiration Date</u>
Brentwood	Mexico	1398222	9/23/2013	9/28/2022
Brentwood	Mexico	1399396	9/25/2013	9/28/2022
Brentwood	Mexico	1391493	8/21/2013	9/28/2022
Brentwood	Mexico	1346961	2/7/2013	9/28/2022
Brentwood	Peru	217877	11/17/14	11/17/2024
Brentwood	Peru	219670	1/6/2015	1/6/2025
Brentwood	Peru	215944	9/25/2014	9/25/2024
Brentwood	Peru	219273	12/16/2014	12/16/2024
Brentwood	Peru	216239	10/3/2014	10/3/2024
Brentwood	Peru	85011	11/10/2014	11/10/2024
Brentwood	Peru	85639	12/16/2014	12/16/2024
Brentwood	Peru	219671	1/6/2015	11/7/2024
Brentwood	Peru	219672	1/6/2015	1/6/2025
Brentwood	Qatar	113652	4/9/2018	4/10/2027
Brentwood	Qatar	113653	4/10/2018	4/9/2027
Brentwood	Saudi Arabia	1438016469	6/15/2017	12/18/2026
Brentwood	Saudi Arabia	143016470	7/12/2017	9/27/2022
Brentwood	Thailand	TM418515	9/2/2012	9/27/2022
Brentwood	Thailand	171104168	2/10/2017	9/27/2022
Brentwood	Thailand	18110934	9/28/2012	9/27/2022
Brentwood	Thailand	TM418071	9/28/2012	9/27/2022
Brentwood	United States	4490255	3/4/2014	3/4/2024

<u>Issued Trademarks</u>				
<u>Trademark</u>	<u>Country</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Expiration Date</u>
Brentwood	United States	4668339	1/6/2015	1/6/2025
Brentwood	United States	4753199	6/9/2015	6/9/2025
Brentwood	Vietnam	1258362	7/24/2014	
Brentwood	Vietnam	1220788	6/20/2014	
Brentwood	WIPO	1258362	7/24/2014	7/24/2024
Brentwood	WIPO	1258362	7/24/2014	7/24/2024
Brentwood	WIPO	1220788	6/20/2014	6/20/2024
Brentwood	United Arab Emirates	271400	12/21/2017	4/12/2027
Brentwood	United Arab Emirates	271401	12/21/2017	4/12/2027
Brentwood (Design)	Argentina	2941276	6/11/2018	6/11/2028
Brentwood (Design)	China	22943038	12/10/2019	1/20/2029
Brentwood (Design)	China	22943039	1/28/2018	2/27/2028
Brentwood Industries	United States	2664961	12/24/2002	12/24/2022
Brentwood Industries	United States	2690087	2/25/2003	2/25/2023
Brentwood Mark	China	31676711	5/21/2019	5/20/2029
Expect Results	United States	5770841	6/4/2019	6/4/2029

Issued Trademarks				
<u>Trademark</u>	<u>Country</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Expiration Date</u>
Koroseal	Mexico	1786660	8/15/2017	2/14/2027
Koroseal	United States	5410645	2/27/2018	2/27/2028
Landimization	United States	4921184	3/22/2016	3/22/2026
Polychem	Argentina	2941277	6/11/2018	6/11/2028
Polychem	Argentina	2941278	6/11/2018	6/11/2028
Polychem	Australia	1151569	8/28/2012	
Polychem	Brazil	840242379	8/18/2015	8/11/2025
Polychem	Brazil	840242395	11/2/2016	11/2/2026
Polychem	Canada	TMA879432	6/4/2014	6/4/2029
Polychem	China	1151569	8/28/2012	
Polychem	EUTM	1151569	8/28/2012	
Polychem	India	2383627	10/30/2017	8/22/2022
Polychem	Japan	1151569	8/28/2012	
Polychem	Mexico	1397962	9/20/2013	8/24/2022
Polychem	Mexico	1397963	9/20/2013	8/24/2022
Polychem	Switzerland	1151569	8/28/2012	
Polychem	United States	4291240	2/19/2013	2/19/2023
Polychem	Vietnam	1151569	8/28/2012	
Polychem	WIPO	1151569	8/28/2012	8/28/2022
Polychem Logo	China	25265215A	10/20/2018	10/20/2028
Proboss	United States	2599253	7/23/2002	7/23/2022
SedVac	India	1247394	5/27/2014	

Issued Trademarks				
<u>Trademark</u>	<u>Country</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Expiration Date</u>
SedVac	Mexico	1247394	5/27/2014	
SedVac	United States	4539474	5/27/2014	5/27/2024
SedVac	Vietnam	1247394	5/27/2014	
SedVac	WIPO	1247394	5/27/2014	5/27/2024
SG & Design	Canada	TMA878782	8/27/2014	5/27/2029
SG & Design	India	2381373	8/17/2012	8/17/2022
SG & Device	Mexico	150124	8/21/2014	8/21/2024
SG (Shield)	Australia	1132591	8/15/2012	
SG (Shield)	China	1132591	8/15/2012	
SG (Shield)	EUTM	1132591	8/15/2012	
SG (Shield)	Japan	1132591	8/15/2012	
SG (Shield)	WIPO	1132591	8/15/2012	8/15/2022
SG Logo (SmartGuard)	United States	3995178	7/12/2011	7/12/2021
SmartGuard	Australia	1107473	1/4/2012	
SmartGuard	Brazil	83129661	2/3/2015	2/3/2025
SmartGuard	Canada	TMA856376	7/26/2013	7/26/2028
SmartGuard	China	1107473	1/4/2012	
SmartGuard	EUTM	1107473	1/4/2012	
SmartGuard	India	22635881	6/27/2018	1/9/2022
SmartGuard	Mexico	1356975	3/25/2013	1/6/2022
SmartGuard	United States	3987219	6/28/2011	6/28/2021
SmartGuard	WIPO	1107473	1/4/2012	1/4/2022

<u>Issued Trademarks</u>				
<u>Trademark</u>	<u>Country</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Expiration Date</u>
SmartGuard (Device Only)	Mexico	1051204	12/8/2014	8/21/2024
StormTank	Brazil	831296607	12/7/2015	12/27/2025
StormTank	Canada	TMA893567	1/8/2015	1/8/2030
StormTank	China	10416563	3/21/2013	3/20/2023
StormTank	Mexico	1776969	7/20/2017	3/21/2027
StormTank	Mexico	1773046	7/10/2017	3/21/2027
StormTank	United Kingdom	2605281	5/10/2013	12/21/2021
StormTank	United States	4186690	8/7/2012	8/7/2022
StormTank	United States	4733923	5/12/2015	5/12/2025
Workhorse	United States	2602661	7/30/2002	7/30/2022
Workman	China	25154108A	9/7/2018	9/6/2028
Workman	China	25154108	9/21/2019	9/20/2029
Workman	United States	6014940	3/17/2020	3/17/2030

<u>Pending Trademarks</u>			
<u>Trademark</u>	<u>Country</u>	<u>Application Number</u>	<u>Application Date</u>
Brentwood	Argentina	3805307	5/28/2019
Brentwood	India	2350327	6/19/2012
Brentwood	India	2350328	6/19/2012

Brentwood	Thailand	864536	9/28/2012
Ecochoice	United States	88200956	11/20/2018
Gritshield	United States	88391487	4/18/2019
GroundPro	United States	88350608	3821/2019
Microboost	United States	88200962	11/20/2018
Polychem	China	31960509	7/22/2018
Polychem Logo	China	36624118	3/5/2019
Polychem Logo	China	2565215	7/2/2018
Powercurve	United States	88200954	11/20/2018
Shockwave	United States	88200953	11/20/2018
Speedgrid	Canada	1991399	10/21/2019
Speedgrid	Mexico	2281322	10/23/2019
Speedgrid	United States	88618232	9/16/2019
Spirabar	Canada	1991400	10/21/2019
Spirabar	Mexico	2281325	10/23/2019
Spirabar	United States	88618227	9/16/2016
Thermacross	United States	88200961	11/20/2018

Trade Names

None

Common Law Trademarks

None

Trademarks Not Currently In Use

None

Trademark Licenses

None