

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM600129

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Hart & Cooley LLC		09/29/2020	Limited Liability Company: DELAWARE
Selkirk Canada Corporation		09/29/2020	Unlimited Liability Company: CANADA
Selkirk Corporation		09/29/2020	Corporation: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Encina Business Credit, LLC, as Agent
<b>Street Address:</b>	123 N. Wacker
<b>Internal Address:</b>	Suite 2400
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60606
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 39

Property Type	Number	Word Mark
Registration Number:	2079265	AIRMATE
Registration Number:	1537913	AMERI-BUCKET
Registration Number:	2480559	AMERICAN METAL PRODUCTS
Registration Number:	0730110	AMERI-FLOW
Registration Number:	1069270	AMERIVENT
Registration Number:	2491076	AMERI-VENT DIRECT
Registration Number:	1442701	AMPCO
Registration Number:	1074495	BIG SMOKY
Registration Number:	3797049	BORDEAUX
Registration Number:	3794483	CHARDONNAY
Registration Number:	2906527	DIRECT-TEMP
Registration Number:	2797734	GALVA-TEMP
Registration Number:	1550057	HART & COOLEY
Registration Number:	5271405	HART COOLEY
Registration Number:	5299481	HEATFAB

OP \$990.00 2079265

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	1745502	KEATING KOUPLING
Registration Number:	0706653	LIMA
Registration Number:	2512688	LOCK TAB
Registration Number:	3797091	MERLOT
Registration Number:	2280991	MILCOR
Registration Number:	0903353	MILCOR
Registration Number:	1765894	PIPE PORTAL
Registration Number:	4650133	POLYFLUE
Registration Number:	4800454	POLYFLUE
Registration Number:	5246582	PORTALSPLUS
Registration Number:	3865306	QUICK RAIL
Registration Number:	4946885	REZZIN
Registration Number:	1196531	SAF-T LINER
Registration Number:	1196530	SAF-T PIPE
Registration Number:	1611972	SAF-T VENT
Registration Number:	3614411	SAF-T WRAP
Registration Number:	1335094	SELKIRK
Registration Number:	2486625	SUPERPRO
Registration Number:	2890266	SURE-TEMP
Registration Number:	4206826	ULTIMATEONE
Registration Number:	2802423	ULTRA-TEMP
Registration Number:	3680724	VERSA-LINER
Registration Number:	5768853	WARD
Registration Number:	3265754	ZERO CLEAR "THE CLEAR CHOICE."

**CORRESPONDENCE DATA**

**Fax Number:**

*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:** 3128637141  
**Email:** kristen.lange@goldbergkohn.com  
**Correspondent Name:** Kristen N. Lange, Paralegal  
**Address Line 1:** c/o Goldberg Kohn Ltd.  
**Address Line 2:** 55 E. Monroe Street, Suite 3300  
**Address Line 4:** Chicago, ILLINOIS 60603

<b>ATTORNEY DOCKET NUMBER:</b>	7528.017
<b>NAME OF SUBMITTER:</b>	Kristen N. Lange
<b>SIGNATURE:</b>	/kristenlange/
<b>DATE SIGNED:</b>	09/29/2020

**Total Attachments: 8**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "**Agreement**"), is dated as of September 29, 2020 and is by HART & COOLEY LLC, a Delaware limited liability company, SELKIRK CORPORATION, a Delaware corporation, and SELKIRK CANADA CORPORATION, a Nova Scotia unlimited liability company (each, a "**Grantor**" and collectively, the "**Grantors**"), in favor of ENCINA BUSINESS CREDIT, LLC, as Agent for the Lenders (in such capacity, "**Agent**") under the Loan and Security Agreement (as defined herein).

### RECITALS

A. Each Grantor, the other Loan Party Obligors party thereto from time to time, Agent and the Lenders party thereto from time to time have entered into a Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "**Loan Agreement**"; capitalized terms used but not defined herein shall have the meaning given to such terms in the Loan Agreement), pursuant to which Lenders have agreed to make loans and certain other extensions of credit to the Grantors and each of the other Borrowers party thereto from time to time, as provided therein.

B. Pursuant to the Loan Agreement, each Grantor is required to execute and deliver to Agent, for its benefit and the benefit of the Lenders, this Agreement for purposes of filing with the United States Patent and Trademark Office ("**USPTO**").

C. Pursuant to the Loan Agreement, each Grantor has granted to Agent, for itself and on behalf of the Lenders, a security interest in substantially all the assets of such Grantor, including all right, title and interest of such Grantor in, to, and under all now owned and hereafter acquired trademarks and trademark applications, and all products and proceeds thereof to secure the payment and performance of the Obligations.

### AGREEMENT

In consideration of the mutual covenants and agreements set forth herein and in the Loan Agreement, it is hereby agreed that:

1. This Agreement is made to secure the satisfactory performance and payment of all the Obligations. Upon the Termination Date, the security interests granted hereunder shall automatically terminate and upon the disposition of any Trademark Collateral permitted under the Loan Agreement, the security interest in such disposed Trademark Collateral shall automatically terminate. Upon the Termination Date or disposition of any Trademark Collateral permitted under the Loan Agreement, Agent shall promptly, following written request by a Grantor, execute, acknowledge, and deliver to such Grantor all instruments reasonably requested by such Grantor necessary to release Agent's security interest in the Trademark Collateral (as defined below) granted under this Agreement.

2. Each Grantor hereby grants to Agent, for itself and on behalf of the Lenders, a continuing security interest and lien in all of such Grantor's right, title and interest in, to, and under the following, whether presently existing or hereafter created or acquired to secure the payment and performance of the Obligations: (a) each trademark and trademark application, including,

without limitation, each trademark registration and trademark application referred to in Schedule 1 attached hereto and incorporated herein, together with any reissues, continuations or extensions thereof and all goodwill associated therewith, and (b) all products and proceeds of the foregoing, including, without limitation, all claims and causes of action arising prior to or after the date hereof for past, present or future infringement of any trademark, including, without limitation, any trademark registration referred to in Schedule 1 (items (a) and (b) being herein collectively referred to as the "**Trademark Collateral**"). Notwithstanding the foregoing, any trademark applications filed in the USPTO on the basis of any Grantor's intent to use such trademark shall be excluded from Trademark Collateral, unless and until a statement of use or amendment to allege use is filed in the USPTO, whereupon such trademark shall automatically be deemed included in the Trademark Collateral.

Notwithstanding the foregoing, Trademark Collateral shall not include any Excluded Collateral.

This security interest and lien is granted in conjunction with the security interests and liens granted to Agent, for itself and on behalf of the Lenders, pursuant to the Loan Agreement and subject to limitations set forth therein. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent and the Lenders with respect to the security interests and liens in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

THIS AGREEMENT IS MADE UNDER AND SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF ILLINOIS APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED THEREIN WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES.

**[signature page follows]**

Grantors have caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

**HART & COOLEY LLC,**  
a Delaware limited liability company

DocuSigned by:  
*Garrett D. Rogers*  
By: \_\_\_\_\_  
Name: Garrett D. Rogers  
Title: Vice President and Treasurer

**SELKIRK CORPORATION,**  
a Delaware corporation

DocuSigned by:  
*Garrett D. Rogers*  
By: \_\_\_\_\_  
Name: Garrett D. Rogers  
Title: Vice President and Treasurer

**SELKIRK CANADA CORPORATION,**  
a Nova Scotia unlimited liability company

DocuSigned by:  
*Garrett D. Rogers*  
By: \_\_\_\_\_  
Name: Garrett D. Rogers  
Title: Vice President and Treasurer

Acknowledged by:

ENCINA BUSINESS CREDIT, LLC, as Agent

By: Tracy Salyers  
Name: Tracy Salyers  
Title: Authorized Signatory

**SCHEDULE 1**  
to  
**TRADEMARK SECURITY AGREEMENT**

**Registered Trademarks**

<b>MARK</b>	<b>SERIAL NUMBER</b>	<b>STATUS</b>	<b>REGISTRATION NUMBER</b>	<b>REGIS. DATE</b>	<b>OWNER</b>
AIRMATE	75148886	Registration renewed	2079265	15-Jul-1997	Selkirk Corporation
AMERI-BUCKET	73751909	Registration renewed	1537913	9-May-1989	Hart & Cooley LLC
AMERICAN METAL PRODUCTS & Design	75699274	Registration renewed	2480559	21-Aug-2001	Hart & Cooley LLC
AMERI-FLOW	72120364	Registration renewed	730110	17-Apr-1962	Hart & Cooley LLC
AMERIVENT	73081102	Registration renewed	1069270	12-Jul-1977	Hart & Cooley LLC
AMERI-VENT DIRECT	75520340	Registration renewed	2491076	18-Sep-2001	Hart & Cooley LLC
AMPCO	73556057	Registration renewed	1442701	16-Jun-1987	Hart & Cooley LLC
BIG SMOKY	73109671	Registration renewed	1074495	4-Oct-1977	Hart & Cooley LLC
BORDEAUX	77684315	Sections 8 and 15 combined declaration has been accepted and acknowledged	3797049	1-Jun-2010	Selkirk Canada Corporation
CHARDONNAY	77684317	Sections 8 and 15 combined declaration has been accepted and acknowledged	3794483	25-May-2010	Selkirk Canada Corporation



MARK	SERIAL NUMBER	STATUS	REGISTRATION NUMBER	REGIS. DATE	OWNER
DIRECT-TEMP	78296772	Registration renewed	2906527	30-Nov-2004	Selkirk Corporation
GALVA-TEMP	78203400	Registration renewed	2797734	23-Dec-2003	Selkirk Corporation
HART & COOLEY	73722433	Registration renewed	1550057	1-Aug-1989	Hart & Cooley LLC
HART COOLEY Flourish	85771828	Registered	5271405	22-Aug-2017	Hart & Cooley LLC
HEATFAB	87194193	Registered	5299481	3-Oct-2017	Hart & Cooley LLC
KEATING KOUPLING	74269869	Registration renewed	1745502	12-Jan-1993	Hart & Cooley LLC
LIMA	72077379	Registration renewed	706653	1-Nov-1960	Hart & Cooley LLC
LOCK TAB & Design	76231173	Registration renewed	2512688	27-Nov-2001	Selkirk Corporation
MERLOT	77688614	Sections 8 and 15 combined declaration has been accepted and acknowledged	3797091	1-Jun-2010	Selkirk Canada Corporation
MILCOR	75476180	Registration renewed	2280991	28-Sep-1999	Hart & Cooley LLC
MILCOR	72355236	Registration renewed	903353	1-Dec-1970	Hart & Cooley LLC
PIPE PORTAL	74296839	Registration renewed	1765894	20-Apr-1993	Hart & Cooley LLC

MARK	SERIAL NUMBER	STATUS	REGISTRATION NUMBER	REGIS. DATE	OWNER
POLYFLUE	86056690	Sections 8 and 15 combined declaration has been accepted and acknowledged	4650133	2-Dec-2014	Selkirk Corporation
POLYFLUE & Design	86163984	Registered	4800454	25-Aug-2015	Selkirk Corporation
PORTALSPLUS & Design	85771883	Registered	5246582	18-Jul-2017	Hart & Cooley LLC
QUICK RAIL	77725933	Sections 8 and 15 combined declaration has been accepted and acknowledged	3865306	19-Oct-2010	Hart & Cooley LLC
REZZIN & Design	86308807	Registered	4946885	26-Apr-2016	Hart & Cooley LLC
SAF-T LINER	73309844	Registration renewed	1196531	25-May-1982	Selkirk Corporation
SAF-T PIPE	73309843	Registration renewed	1196530	25-May-1982	Selkirk Corporation
SAF-T VENT	74009615	Registration renewed	1611972	4-Sep-1990	Selkirk Corporation
SAF-T WRAP	77229037	Registration renewed	3614411	5-May-2009	Selkirk Corporation
SELKIRK	73440232	Registration renewed	1335094	14-May-1985	Selkirk Corporation
SUPERPRO	75661235	Registration renewed	2486625	11-Sep-2001	Selkirk Canada Corporation
SURE-TEMP	78203405	Registration renewed	2890266	28-Sep-2004	Selkirk Corporation

MARK	SERIAL NUMBER	STATUS	REGISTRATION NUMBER	REGIS. DATE	OWNER
ULTIMATEONE	85215312	Sections 8 and 15 combined declaration has been accepted and acknowledged	4206826	11-Sep-2012	Selkirk Corporation
ULTRA-TEMP	78203397	Registration renewed	2802423	6-Jan-2004	Selkirk Corporation
VERSA-LINER	77400465	Registration renewed	3680724	8-Sep-2009	Selkirk Canada Corporation
WARD	88168731	Registered	5768853	4-Jun-2019	Hart & Cooley LLC
ZERO CLEAR THE CLEAR CHOICE	78461926	Registration renewed	3265754	17-Jul-2007	Selkirk Corporation