

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM605910

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
THE ENTWISTLE COMPANY LLC		10/30/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	REGIONS BANK, as Administrative Agent		
Street Address:	1180 West Peachtree Street, NW		
Internal Address:	Suite 1400		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30309		
Entity Type:	Corporation: GEORGIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3800337	ROLLRAZOR	
CORRESPONDENCE DATA			
Fax Number:	7043311159		
<i>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.</i>			
Phone:	7043311000		
Email:	PTO_TMconfirmation@mvalaw.com, maryelizabethzaldivar@mvalaw.com		
Correspondent Name:	Moore & Van Allen PLLC		
Address Line 1:	100 North Tryon Street		
Address Line 2:	Suite 4700, ATTN: IP DEPARTMENT		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	029925.000497		
NAME OF SUBMITTER:	John Slaughter		
SIGNATURE:	/john slaughter/		
DATE SIGNED:	10/30/2020		
Total Attachments: 5			
source=TSA - The Entwistle Company LLC to Regions Bank, as Administrative Agent#page1.tif			

OP \$40.00 3800337

source=TSA - The Entwistle Company LLC to Regions Bank, as Administrative Agent#page2.tif
source=TSA - The Entwistle Company LLC to Regions Bank, as Administrative Agent#page3.tif
source=TSA - The Entwistle Company LLC to Regions Bank, as Administrative Agent#page4.tif
source=TSA - The Entwistle Company LLC to Regions Bank, as Administrative Agent#page5.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 30, 2020 is made by the entity identified on the signature page hereto as the Grantor (the “**Grantor**”), in favor of Regions Bank, as Administrative Agent (in such capacity, together with its successors and permitted assigns, the “**Administrative Agent**”) for the Secured Parties, including for the banks and other financial institutions (the “**Lenders**”) from time to time parties to the Credit Agreement dated as of October 30, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among Entwistle Passthrough 2, LLC, a Delaware limited liability company (“**Intermediate**”), The Entwistle Company LLC, a Delaware limited liability company (the “**Borrower**”), the Lenders from time to time party thereto and the Administrative Agent. Capitalized terms used but not defined herein shall have the meanings assigned thereto in the Credit Agreement or the Security Agreement referred to below, as the context may require.

WITNESSETH

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, the Grantors are party to the Security and Pledge Agreement dated as of October 30, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among Intermediate, the Borrower, certain Subsidiaries of the Borrower and the Administrative Agent, pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the Administrative Agent and the other Secured Parties to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, the Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral (the “**Trademark Collateral**”):

(i) all of its Trademarks and all Trademark Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(ii) all renewals and extensions of the foregoing;

(iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(iv) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover

at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement, and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Trademarks Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract.

Section 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS TRADEMARK SECURITY AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

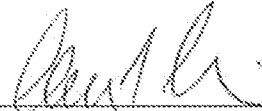
[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the 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.

Very truly yours,

THE ENTWISTLE COMPANY LLC,
as Grantor

By: _____



Name: Cary Corkin

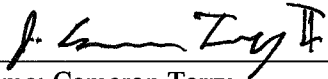
Title: President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 007090 FRAME: 0756

ACCEPTED AND AGREED as of the date
first above written

REGIONS BANK
as Administrative Agent

By: 
Name: Cameron Terry
Title: Vice President

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

**The Entwistle Company LLC
(Delaware limited liability company)**

U.S. Trademark

Trademark Registration

Mark	Reg. No.	Reg. Date
ROLLRAZOR	3800337	06/08/2010