

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM614094

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
UTEX INDUSTRIES, INC.		12/03/2020	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ALTER DOMUS (US) LLC, as collateral agent		
<b>Street Address:</b>	225 W. Washington Street, 9th Floor		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 16</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5363567	CORE-X	
<b>Registration Number:</b>	5099333	ACCUSEAL	
<b>Registration Number:</b>	5077936	AMERIFRAC-NITRO	
<b>Registration Number:</b>	4515654	XLH	
<b>Registration Number:</b>	4602111	BLACK MAMBA	
<b>Registration Number:</b>	3576696	SUPERTEX	
<b>Registration Number:</b>	3401764	SMOOTHDRIVE	
<b>Registration Number:</b>	2732581	CHEMTEX	
<b>Registration Number:</b>	2197741	UTEX	
<b>Registration Number:</b>	2202027	SUPER GOLD	
<b>Registration Number:</b>	2031037	U-PAK	
<b>Registration Number:</b>	1932090	SMOOTHHAMMER	
<b>Registration Number:</b>	1656602	LIBERATOR	
<b>Registration Number:</b>	1616426	SMOOTHDRILL	
<b>Registration Number:</b>	1499566	TEXLOK	
<b>Registration Number:</b>	0966073	UTEX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2028357586		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			
<b>TRADEMARK</b>			

CH \$415.00 5363567

*using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** 202-835-7500  
**Email:** dcip@milbank.com  
**Correspondent Name:** Javier J. Ramos  
**Address Line 1:** 1850 K Street, NW, Suite 1100  
**Address Line 2:** Milbank, LLP  
**Address Line 4:** Washington, D.C. 20006

<b>ATTORNEY DOCKET NUMBER:</b>	44925.00001
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<b>NAME OF SUBMITTER:</b>	Javier J. Ramos
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<b>SIGNATURE:</b>	/Javier J. Ramos/
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<b>DATE SIGNED:</b>	12/14/2020
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**Total Attachments: 5**

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**EXECUTION VERSION**

TRADEMARK SHORT FORM SECURITY AGREEMENT dated as of December 3, 2020, (this “**Agreement**”), among UTEX INDUSTRIES, INC., a Delaware corporation (and after giving effect to the Reorganization, UTEX INDUSTRIES, INC., a Delaware corporation) (the “**Grantor**” or the “**Borrower**”) and ALTER DOMUS (US) LLC, as collateral agent (in such capacity, the “**Collateral Agent**”).

Reference is made to (a) the Security Agreement dated as of December 3, 2020 (as amended, supplemented or otherwise modified and/or restated from time to time, the “**Security Agreement**”), among UTEX INDUSTRIES HOLDINGS, LLC, a Delaware limited liability company (“**Holdings**”), the Borrower, the subsidiaries of Holdings from time to time party thereto and the Collateral Agent and (b) the Credit Agreement dated as of December 3, 2020 (as amended, supplemented or otherwise modified, refinanced and/or restated from time to time, the “**Credit Agreement**”), among the Borrower, Holdings, the other Guarantors from time to time party thereto, the Collateral Agent, as Administrative Agent, each lender from time to time party thereto (collectively, the “**Lenders**” and individually, a “**Lender**”) and the other agents named therein. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantor will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.02 of the Credit 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 Obligations, including the Guaranty, the Grantor, pursuant to the Security Agreement, hereby grants to the Collateral Agent, 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 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 under the laws of the United States (collectively, the “**Trademark Collateral**”):

(a) all trademarks, service marks, trade names, domain names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general indicators of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and applications filed in connection therewith, including registrations and registration applications in the USPTO or any similar offices in any State of the United States, and all extensions or renewals thereof, including those listed on Schedule I (the “**Trademarks**”); and

(b) all goodwill associated with or symbolized by the Trademarks;

excluding, in each case of (a) and (b) any intent-to-use trademark application prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable law.

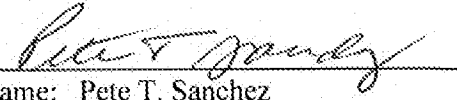
SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the USPTO. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement. 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. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by facsimile or other electronic transmission), and all of said counterparts taken together shall be deemed to be originals and shall constitute one and the same instrument.

SECTION 5. GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

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**UTEX INDUSTRIES, INC.,**  
as the Grantor

By:   
Name: Pete T. Sanchez  
Title: Chief Financial Officer &  
Treasurer

[Signature Page – Trademark Short Form Security Agreement (UTEX)]

**TRADEMARK**  
**REEL: 007132 FRAME: 0518**

ALTER DOMUS (US) LLC,  
as Collateral Agent

By:   
Name: Matthew Trybula  
Title: Associate Counsel

Schedule I

United States Trademarks and Trademark Applications

Registered Trademarks

<b>Trademark</b>	<b>Registration Date</b>	<b>Registration Number</b>
CORE-X	12/26/2017	5363567
ACCUSEAL	12/13/2016	5099333
AMERIFRAC-NITRO	11/8/2016	5077936
XLH	4/15/2014	4515654
BLACK MANBA	9/9/2014	4602111
SUPERTEX	2/17/2009	3576696
SMOOTHDRIVE	3/25/2008	3401764
CHEMTEX	7/1/2003	2732581
UTEX	10/20/1998	2197741
SUPER GOLD	11/3/1998	2202027
U-PAK	1/14/1997	2031037
SMOOTHHAMMER	10/31/1995	1932090
LIBERATOR	9/10/1991	1656602
SMOOTHDRILL	10/9/1990	1616426
TEXLOK	8/9/1988	1499566
UTEX	8/14/1973	0966073