

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM618379

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|---|------------------------------------|-----------------------|--------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Willingham Welding Solutions, Inc. | | 12/31/2020 | Corporation: TEXAS |
| RECEIVING PARTY DATA | | | |
| Name: | Adams Street Credit Advisors LP | | |
| Street Address: | One North Wacker Drive, Suite 2700 | | |
| City: | Chicago | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60606 | | |
| Entity Type: | Corporation: DELAWARE | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4421265 | MACH 1 CUTTING TIPS | |
| Registration Number: | 4367832 | GAS INNOVATIONS | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| <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> | | | |
| Email: | marianaespinoza@paulhastings.com | | |
| Correspondent Name: | Paul Hastings LLP | | |
| Address Line 1: | 71 South Wacker Drive, Suite 4500 | | |
| Address Line 2: | c/o Mariana Espinoza | | |
| Address Line 4: | Chicago, ILLINOIS 60606 | | |
| NAME OF SUBMITTER: | Vice President | | |
| SIGNATURE: | /Michael Masha/ | | |
| DATE SIGNED: | 01/05/2021 | | |
| Total Attachments: 5 | | | |
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OP \$65.00 4421265

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 31, 2020 is made by Willingham Welding Solutions, Inc., a Texas corporation (“Grantor”), in favor of Adams Street Capital Advisors LP, as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Lenders, the L/C Issuers (each as defined in the Credit Agreement referred to below), and itself as a Lender, and the other Credit Parties.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement dated as of December 31, 2020 (as the same may be amended, restated, amended and restated, supplemented and/or modified from time to time, the “Credit Agreement”) among FGP Holdings III Corp., a Delaware corporation (“Topco Borrower”), Willingham Welding Solutions, Inc., a Texas corporation (together with Topco Borrower and any co-Borrower added to the Credit Agreement pursuant to Section 6.13(d) thereof, the “Borrowers” and each individually, a “Borrower”), FGP Holdings II Corp., a Delaware corporation (“Holdings”), the Administrative Agent and the Lenders and the L/C Issuers from time to time party thereto, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant to a Guaranty and Security Agreement dated as of December 31, 2020 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”) in favor of the Administrative Agent, to pledge its assets as security for the Obligations (as defined in the Credit Agreement) of the Borrowers; and

WHEREAS, Grantor is party to the Guaranty and Security Agreement pursuant to which it is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, 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 Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. 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 Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Credit Parties, and grants to the Administrative Agent for the benefit of the Credit Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the “Trademark Collateral”):

- (a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) 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 or other impairment thereof.

Section 3. Guaranty and 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 Guaranty and Security Agreement and 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 Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

Section 7. Loan Document. This Trademark Security Agreement constitutes a “Loan Document” under and as defined in the Credit Agreement and is subject to the terms and provisions therein regarding Loan Documents.

[SIGNATURE PAGES FOLLOW]

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.

Very truly yours,

WILLINGHAM WELDING SOLUTIONS,
INC., as Grantor

By: 

Name: Michael Masha

Title: Vice President

[Signature Page - IP Security Agreement]

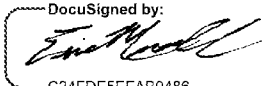
TRADEMARK
REEL: 007155 FRAME: 0190

ACCEPTED AND AGREED
as of the date first above written:

ADAMS STREET CAPITAL ADVISORS LP,
as Administrative Agent

By: Adams Street Credit Advisors GP LLC, its
general partner

By: Adams Street Partners, LLC, its member

DocuSigned by:

By: _____
Name: Eric R. Mansell
Title: Executive Vice President

Schedule 1

Trademark Collateral

| Trademark | Registration Number | Registration Date | Owner |
|------------------------|---------------------|-------------------|---|
| MACH 1 CUTTING TIPS | 4421265 | 22-OCT-2013 | WILLINGHAM WELDING SOLUTIONS INC. |
| GAS INNOVATIONS | 4367832 | 16-JUL-2013 | WILLINGHAM WELDING SOLUTIONS INC. |