

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM702227

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | JOINDER AGREEMENT AND SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---|------------------------------------|----------------|-----------------------|
| P&F INDUSTRIES, INC. | | 01/14/2022 | Corporation: DELAWARE |
| FLORIDA PNEUMATIC MANUFACTURING CORPORATION | | 01/14/2022 | Corporation: FLORIDA |
| HY-TECH MACHINE, INC. | | 01/14/2022 | Corporation: DELAWARE |
| JIFFY AIR TOOL, INC. | | 01/14/2022 | Corporation: DELAWARE |
| ATSCO HOLDINGS CORPORATION | | 01/14/2022 | Corporation: DELAWARE |
| BONANZA PROPERTIES CORP. | | 01/14/2022 | Corporation: DELAWARE |
| COUNTRYWIDE HARDWARE, INC. | | 01/14/2022 | Corporation: DELAWARE |
| EMBASSY INDUSTRIES, INC. | | 01/14/2022 | Corporation: NEW YORK |
| EXHAUST TECHNOLOGIES, INC. | | 01/14/2022 | Corporation: DELAWARE |
| CONTINENTAL TOOL GROUP, INC. | | 01/14/2022 | Corporation: DELAWARE |
| HY-TECH ILLINOIS, INC. | FORMERLY DAVINCI ACQUISITION CORP. | 01/14/2022 | Corporation: DELAWARE |
| HEISMAN ACQUISITION CORP. | | 01/14/2022 | Corporation: DELAWARE |

RECEIVING PARTY DATA

| | |
|------------------------|---|
| Name: | CAPITAL ONE, NATIONAL ASSOCIATION, as Agent |
| Street Address: | 1307 Walt Whitman Road |
| City: | Melville |
| State/Country: | NEW YORK |
| Postal Code: | 11747 |
| Entity Type: | national association: UNITED STATES |

PROPERTY NUMBERS Total: 2

| Property Type | Number | Word Mark |
|----------------------|---------|-----------|
| Registration Number: | 6391479 | NUMATX |
| Registration Number: | 6581318 | FPXAIR |

CORRESPONDENCE DATA**Fax Number:** 4044435599*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:** 4044435647**Email:** cfraser@mcguirewoods.com**Correspondent Name:** Carol Fraser**Address Line 1:** 1230 Peachtree Street, Suite 2100**Address Line 2:** McGuireWoods LLP**Address Line 4:** Atlanta, GEORGIA 30309**ATTORNEY DOCKET NUMBER:** CONA/PF - 2058030.0004**NAME OF SUBMITTER:** Carol Fraser**SIGNATURE:** //Carol Fraser//**DATE SIGNED:** 01/14/2022**Total Attachments: 5**

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JOINDER AGREEMENT AND SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT

This JOINDER AGREEMENT AND SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT (this “Agreement”), is dated as of January 14, 2022, among (i) **P&F INDUSTRIES, INC.**, a Delaware corporation, **FLORIDA PNEUMATIC MANUFACTURING CORPORATION**, a Florida corporation, **HY-TECH MACHINE, INC.**, a Delaware corporation, **JIFFY AIR TOOL, INC.**, a Delaware corporation, **ATSCO HOLDINGS CORPORATION**, a Delaware corporation, **BONANZA PROPERTIES CORP.**, a Delaware corporation, a Delaware corporation, **COUNTRYWIDE HARDWARE, INC.**, a Delaware corporation, **EMBASSY INDUSTRIES, INC.**, a New York corporation, and **EXHAUST TECHNOLOGIES, INC.**, a Delaware corporation, **CONTINENTAL TOOL GROUP, INC.**, a Delaware corporation, and **HY-TECH ILLINOIS, INC.**, a Delaware corporation, formerly known as DaVinci Acquisition Corp. (collectively, “Existing Grantors”); (ii) **HEISMAN ACQUISITION CORP.**, a Delaware corporation (“New Grantor”; New Grantor and Existing Grantors, each a “Grantor” and collectively, “Grantors”); and (ii) **CAPITAL ONE, NATIONAL ASSOCIATION**, a national banking association, as agent for the Secured Parties (as defined in the Loan Agreement (defined below)) (together with its successors in such capacity, “Agent”). Capitalized terms used herein, unless otherwise defined herein, shall have the meanings ascribed to them in the Trademark Security Agreement (defined below).

A. Existing Grantors and certain of their affiliates are parties to a Second Amended and Restated Loan and Security Agreement dated as of April 5, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Loan Agreement”).

B. In connection with the Loan Agreement, Existing Grantors and Agent entered into and are parties to a Trademark Security Agreement dated as of August 5, 2017, as supplemented by that certain Joinder Agreement and Supplement to Trademark Security Agreement dated as of October 25, 2019, among Existing Grantors and Agent (as so supplemented and as at any other time amended or otherwise supplemented, the “Trademark Security Agreement”).

C. Pursuant to transactions consummated on or before the date hereof, Grantors and Agent entered into a Consent, Joinder and Amendment No. 9 to Second Amended and Restated Loan and Security Agreement dated on or about the date hereof (the “Loan Agreement Joinder”) pursuant to which, among other things, New Grantor joined the Loan Agreement as a “Guarantor”, and in connection therewith, granted to Agent a security interest and lien in all personal property of New Grantor, including, without limitation, all U.S. Trademarks (as defined below).

D. Pursuant to the Loan Agreement and Loan Agreement Joinder, the Grantors hereby agree to execute and deliver this Agreement to Agent.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. By its signature below, New Grantor hereby agrees that it is a “Grantor” under, bound by and subject to all of the provisions of the Trademark Security Agreement, as amended by this Agreement, with the same force and effect as if New Grantor was an original signatory thereto and a “Grantor” thereunder on the effective date thereof, and New Grantor hereby agrees to abide by and perform all of its obligations as a “Grantor” under the Trademark Security Agreement, as amended by this Agreement. Each reference to a “Grantor” in the Trademark Security Agreement, as amended by this Agreement, shall be understood to mean and include New Grantor as well as Existing Grantors. The terms of the Trademark Security Agreement are hereby incorporated into this Agreement by reference.

2. Schedule A attached to this Agreement sets forth all trademarks, service marks, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers and designs, now existing or hereafter adopted or acquired, all registrations thereof (if any), and all registration applications filed in connection therewith in the United States Patent and Trademark Office and all renewals thereof and all goodwill associated therewith or symbolized thereby (collectively, "U.S. Trademarks") owned by a Grantor that were not otherwise disclosed on Schedule I to the Trademark Security Agreement. Schedule A attached hereto supplements, and does not replace, Schedule I attached to the Trademark Security Agreement as in effect prior to the date hereof.

3. Each Grantor pledges and grants to Agent for the benefit of Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all of its U.S. Trademarks and all proceeds thereof, which lien and security interest shall secure the Obligations (as defined in the Loan Agreement). The security interests granted pursuant to this Agreement are granted in conjunction with the lien and security interest granted to Agent pursuant to (a) with respect to New Grantor, the Loan Agreement Joinder and Loan Agreement and (b) with respect to all other Grantors, the Loan Agreement.

4. Each Grantor represents and warrants to Agent that this Agreement has been duly authorized, executed and delivered by such Grantor and constitutes a legal, valid and binding obligation of such Grantor enforceable against it in accordance with its terms, except as enforceability thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally and by general principles of equity (regardless of whether such enforceability is considered in a proceeding at law or in equity).

5. Except as otherwise expressly provided in this Agreement, nothing herein shall be deemed to amend or modify any provision of the Trademark Security Agreement, which shall remain in full force and effect. This Agreement is not intended to be, nor shall it be construed to create, a novation or accord and satisfaction. If any provision in or obligation under this Agreement shall be invalid, illegal or otherwise unenforceable in any jurisdiction, then the validity, legality and enforceability of the remaining provisions or obligations shall not in any way be affected or impaired thereby.

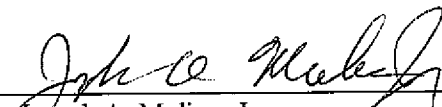
6. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering on or more counterparts.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first written above.

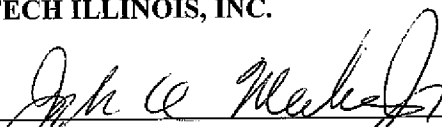
NEW GRANTOR:

HEISMAN ACQUISITION CORP.

By: 
Name: Joseph A. Molino, Jr.
Title: Vice President

EXISTING GRANTORS:

**P&F INDUSTRIES, INC.
FLORIDA PNEUMATIC MANUFACTURING
CORPORATION
HY-TECH MACHINE, INC.
JIFFY AIR TOOL, INC.
ATSCO HOLDINGS CORPORATION
BONANZA PROPERTIES CORP.
COUNTRYWIDE HARDWARE, INC.
EMBASSY INDUSTRIES, INC.
EXHAUST TECHNOLOGIES, INC.
HY-TECH ILLINOIS, INC.**

By: 
Name: Joseph A. Molino, Jr.
Title: Vice President

ACCEPTED AND AGREED:

CAPITAL ONE, NATIONAL ASSOCIATION,
as Agent



Name: Julianne Low
Title: Senior Director

[Joinder and Supplement to Trademark Security Agreement]