

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM721460

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wallner Expac, Inc.		01/24/2022	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	10 SOUTH DEARBORN, FLOOR L2, SUITE IL 1-0480		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60603-2300		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5666986	MICROFORM	
Registration Number:	5644738	MICROFORM	
Registration Number:	5625306	SHEAR-FORM	
Registration Number:	2386739	W	
Registration Number:	4056835	X-MESH	
Registration Number:	4298793	MESH WX	
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>			
Phone:	8167531000		
Email:	jwillard@polsinelli.com		
Correspondent Name:	Joy Willard		
Address Line 1:	900 W. 48th Place, Suite 900		
Address Line 4:	Kansas City, MISSOURI 64112		
ATTORNEY DOCKET NUMBER:	092384-712518		
NAME OF SUBMITTER:	Joy Willard, Paralegal		
SIGNATURE:	/Joy Willard/		
DATE SIGNED:	04/15/2022		

CH \$165.00 5666986

Total Attachments: 5

source=Trademark Security Agreement - Wallner Expac, Inc - JPMorgan Chase Bank, N.A#page1.tif

source=Trademark Security Agreement - Wallner Expac, Inc - JPMorgan Chase Bank, N.A#page2.tif

source=Trademark Security Agreement - Wallner Expac, Inc - JPMorgan Chase Bank, N.A#page3.tif

source=Trademark Security Agreement - Wallner Expac, Inc - JPMorgan Chase Bank, N.A#page4.tif

source=Trademark Security Agreement - Wallner Expac, Inc - JPMorgan Chase Bank, N.A#page5.tif

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of January 24, 2022 (this "Agreement"), is made by Wallner Expac, Inc., a California corporation (the "Grantor"), in favor of JPMorgan Chase Bank, N.A., a national banking association (together with its successors and assigns, the "Lender").

W I T N E S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of the date hereof (including all exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Grantor and the other Borrowers party thereto (collectively, the "Borrowers"), and the Lender, the Lender has agreed to provide certain financial accommodations to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor is required to execute and deliver this Agreement pursuant to the terms and conditions of the Pledge and Security Agreement, dated as of the date hereof, among the Borrowers and the Lender (as from time to time amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement");

NOW, THEREFORE, in consideration of the premises and to induce the Lender to enter into the Credit Agreement and to induce Lender to extend credit to the Borrowers thereunder, Grantor hereby agrees with Lender as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Credit 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 Obligations, hereby mortgages, pledges and hypothecates to Lender, and grants to Lender a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "Trademark Collateral"):

- (a) all of its trademarks and all trademark licenses included in the Collateral, 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, misappropriation, dilution, violation or other impairment thereof.

Section 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Lender pursuant to the Credit Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of Lender 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 trademark licenses subject to a security interest hereunder.

Section 5. Counterparts. This 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; Venue. This Agreement shall be governed by and construed in accordance with the internal laws of the State of California.

Section 7. **WAIVER OF JURY TRIAL. LENDER AND GRANTOR EACH HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES (TO THE EXTENT PERMITTED BY APPLICABLE LAW) ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY OF ANY DISPUTE ARISING UNDER, RELATING TO, OR CONNECTED WITH THIS AGREEMENT AND AGREE THAT ANY SUCH DISPUTE SHALL BE TRIED BEFORE A JUDGE SITTING WITHOUT A JURY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS AGREEMENT. EACH PARTY HEREBY REPRESENTS THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO TRIAL BY THE COURT.**

IN THE EVENT THE JURY TRIAL WAIVER SET FORTH ABOVE IS NOT ENFORCEABLE, THE PARTIES ELECT TO PROCEED AS SET FORTH BELOW:

(a) With the exception of the items specified in clause (b) below, any controversy, dispute or claim (each, a "Claim") between the parties arising out of or relating to this Agreement or any other Loan Document will be resolved by a reference proceeding in California in accordance with the provisions of Sections 638 et seq. of the California Code of Civil Procedure ("CCP"), or their successor sections, which shall constitute the exclusive remedy for the resolution of any Claim, including whether the Claim is subject to the reference proceeding. Except as otherwise provided in the other Loan Documents, venue for the reference proceeding will be in the state or federal court in the county or district where the real property involved in the action, if any, is located or in the state or federal court in the county or district where venue is otherwise appropriate under applicable law (the "Court").

(b) The matters that shall not be subject to a reference are the following (i) nonjudicial foreclosure of any security interests in real or personal property, (ii) exercise of self-help remedies (including, without limitation, set-off), (iii) appointment of a receiver and (iv) temporary, provisional or ancillary remedies (including, without limitation, writs of attachment, writs of possession, temporary restraining orders or preliminary injunctions). This reference provision does not limit the rights of any party to exercise or oppose any of the rights and remedies described in clauses (i) and (ii) or to seek or oppose from a court of competent jurisdiction any of the items described in clauses (iii) and (iv). The exercise of, or opposition to, any of those items does not waive the right of any party to a reference pursuant to this reference provision as provided herein.

[SIGNATURE PAGE FOLLOWS]

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,

WALLNER EXPAC, INC., as Grantor

By: 
Name: Nick Sarcona
Title: Chief Financial Officer

SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT

Trademark	Registration Number	Registration Date
MICROFORM	5666986	01/29/2019
MICROFORM	5644738	01/01/2019
SHEAR-FORM	5625306	12/11/2018
W (and design)	2386739	09/19/2000
X-MESH	4056835	11/15/2011
XMESH (stylized) and Design	4298793	03/05/2013