

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM723072

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bluff Holdco, LLC		04/19/2022	Limited Liability Company: DELAWARE
Integrated Warehouse Solutions, Inc.		04/19/2022	Corporation: DELAWARE
Wesco Industrial Products, LLC		04/19/2022	Limited Liability Company: DELAWARE
Nordock Manufacturing, LLC		04/19/2022	Limited Liability Company: DELAWARE
Nordock Corporation		04/19/2022	Corporation: OHIO
Columbus Foam Products, Inc.		04/19/2022	Corporation: OHIO
Flatley Dock Systems, Inc.		04/19/2022	Corporation: WISCONSIN
RECEIVING PARTY DATA			
Name:	The Huntington National Bank, As Administrative Agent		
Street Address:	222 N. LaSalle Street, Suite 1200		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60601		
Entity Type:	National Bank: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3831455	B	
Registration Number:	6153952	INTEGRATED WAREHOUSE SOLUTIONS	
Registration Number:	4073449	WESCO	
Serial Number:	90001672	WESCO ADVANTAGE	
Registration Number:	4342254	GATOR GRIP	
Registration Number:	2881234	HUGGER	
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>			

OP \$165.00 3831455

Email: jennifer.bleskin@afslaw.com
Correspondent Name: Jennifer Bleskin
Address Line 1: 233 S. Wacker Drive, Suite 7100
Address Line 2: ArentFox Schiff LLP
Address Line 4: Chicago, ILLINOIS 60606

NAME OF SUBMITTER:	Jennifer Bleskin
SIGNATURE:	/s/ Jennifer Bleskin
DATE SIGNED:	04/21/2022

Total Attachments: 25

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**AMENDED AND RESTATED PATENT, COPYRIGHT, LICENSE AND TRADEMARK
SECURITY AGREEMENT**

THIS AMENDED AND RESTATED PATENT, COPYRIGHT, LICENSE AND TRADEMARK SECURITY AGREEMENT ("Agreement") is made as of April 19, 2022 by Bluff Holdco, LLC, a Delaware limited liability company ("Holdings"), Integrated Warehouse Solutions, Inc., a Delaware corporation (f/k/a Bluff Holdings, Inc.) ("Borrower"), Wesco Industrial Products, LLC, a Delaware limited liability company ("Wesco"), Nordock Manufacturing, LLC, a Delaware limited liability company ("Nordock US Parent"), Nordock Corporation, an Ohio corporation ("Nordock US"), Columbus Foam Products, Inc., an Ohio corporation ("Columbus"), and Flatley Dock Systems, Inc., a Wisconsin corporation ("Flatley"; Holdings, Borrower, Wesco, Nordock US Parent, Nordock US, Columbus and Flatley are referred to herein, collectively, as "Obligors" and, individually, as an "Obligor"), in favor of The Huntington National Bank (successor by merger to TCF National Bank), in its capacity as administrative agent (in such capacity, the "Administrative Agent") for the lenders from time to time party to the Credit Agreement referred to below (the "Lenders").

WITNESSETH:

WHEREAS, Obligors and The Huntington National Bank (successor by merger to TCF National Bank), individually ("HNB"), are parties to that certain Credit Agreement dated as of May 19, 2016 (as heretofore amended, modified or supplemented, the "Existing Credit Agreement");

WHEREAS, Obligors, Lenders and Administrative Agent desire to amend and restate the Existing Credit Agreement in its entirety in the form of that certain Amended and Restated Credit Agreement dated as of April 19, 2022 among Obligors, Lenders and Administrative Agent (as amended, modified or supplemented from time to time, the "Credit Agreement"); and

WHEREAS, it is a condition to the effectiveness of the Credit Agreement and any extensions of credit to or for the benefit of Borrower thereunder that, among other things, Obligors agree to amend and restate that certain Patent, Copyright, License and Trademark Security Agreement dated as of May 19, 2016 among Holdings, Borrower and HNB (the "First Existing IP Security Agreement"), that certain Patent, Copyright, License and Trademark Security Agreement dated as of December 19, 2017 between Wesco and HNB (the "Second Existing IP Security Agreement") and that certain Patent Security Agreement dated as of May 3, 2018 among Nordock US Parent, Nordock US, Columbus, Flatley and HNB (the "Third Existing IP Security Agreement") in their entirety in the form of this Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein, to induce Administrative Agent and Lenders to enter into the Credit Agreement, to induce Lenders to make any loan or advance to Borrower thereunder, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the First Existing IP Security Agreement, the Second Existing IP Security Agreement and the Third Existing IP Security

Agreement are amended and restated in their entirety as follows and the parties hereto agree as follows:

1. **Incorporation of Credit Agreement.** The Credit Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Terms used herein which are not defined herein but are defined in the Credit Agreement shall have the meanings ascribed to them therein.

2. **Grant of Security Interest, Etc.** To secure the complete and timely satisfaction of all of each Obligor's Liabilities each Obligor hereby grants to the Administrative Agent, for the benefit of itself and the other Secured Parties, a security interest in and to all of such Obligor's right, title and interest in, to and under all of the following, whether now existing or hereafter arising:

(i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents and patent applications listed on Schedule A attached hereto and made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (a) through (d), inclusive, in which such Obligor now or hereafter has any right, title or interest are sometimes hereinafter individually and/or collectively referred to as the "Patents");

(ii) all copyrights, copyright registrations and copyright applications including, without limitation, the copyrights and applications listed on Schedule B attached hereto and made a part hereof, and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing copyrights, copyright registrations and copyright applications, together with the items described in clauses (a) through (d), inclusive, in which such Obligor now or hereafter has any right, title or interest are sometimes hereinafter individually and/or collectively referred to as the "Copyrights");

(iii) all such Obligor's rights and obligations pursuant to its license agreements with any other Person or Persons with respect to any Patents and Copyrights, whether such Obligor is a licensor or licensee under any such license agreements, including, without limitation, the licenses listed on Schedule C attached hereto and made a part hereof, and, subject to the terms of such licenses, the right to prepare for sale, sell and advertise for sale, all Inventory now or hereafter owned by such Obligor and now or hereafter covered by such licenses (all of the foregoing is hereinafter referred to collectively as the "Patent and Copyright Licenses");

(iv) all service marks, trademarks, trademark or service mark registrations, trademark or service mark applications, domain names and trade names including, without

limitation, the trademarks and service marks listed on Schedule D attached hereto and made a part hereof, and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all the foregoing service marks, trademarks, registrations, applications and trade names, together with the items described in clauses (a) through (d), inclusive, with respect thereto in which such Obligor now or hereafter has any right, title or interest are sometimes hereinafter and/or collectively referred to as the "Marks");

(v) all such Obligor's rights and obligations pursuant to its license agreements with any other Person or Persons with respect to any Marks, whether such Obligor is a licensor or licensee under any such license agreements, including, without limitation, the licenses listed on Schedule E attached hereto and made a part hereof, and, subject to the terms of such licenses, the right to prepare for sale, sell and advertise for sale, all Inventory now or hereafter owned by such Obligor and now or hereafter covered by such licenses (all of the foregoing is hereinafter referred to as "Trademark Licenses"; Patent and Copyright Licenses and Trademark Licenses are hereinafter referred to collectively as "Licenses"); and

(vi) the goodwill of such Obligor's business connected with and symbolized by the Marks.

3. Restrictions on Future Agreements. Each Obligor agrees and covenants that until the Liabilities shall have been satisfied in full and the Credit Agreement shall have been terminated, such Obligor will not, without Administrative Agent's prior written consent, take any action or enter into any agreement, including, without limitation entering into any license agreement, which is inconsistent with such Obligor's obligations under this Agreement, and each Obligor further agrees and covenants that without Administrative Agent's prior written consent it will not take any action, or permit any action to be taken by others subject to its control, including its licensees, or fail to take any action which would affect the validity or enforcement or nature of the rights transferred to Administrative Agent under this Agreement. Each Obligor agrees and covenants not to sell or assign its interest in, or grant any license under, the Patents, Marks, Copyrights or Licenses, without receiving the prior written consent of the Required Lenders thereto.

4. Certain Covenants, Representations and Warranties of each Obligor. Each Obligor covenants, represents and warrants (to the best of such Obligor's knowledge with respect to any Patents, Marks and Copyrights which are licensed by third parties to such Obligor) that: (i) the Patents, Marks, Copyrights and Licenses are subsisting, have not been adjudged invalid or unenforceable in whole or in part, and are not currently being challenged in any way; (ii) none of the Patents, Marks, Copyrights and Licenses have lapsed or expired or have been abandoned, whether due to any failure to pay any maintenance or other fees or make any filing or otherwise; (iii) each of the Patents, Marks, Copyrights and Licenses is valid and enforceable and such Obligor is unaware of any invalidating prior art (including public uses and sales) relative to the Patents, and is unaware of any impairments to the Patents, Marks, Copyrights or Licenses which would have a material adverse effect on the validity and/or enforceability of the Patents, Marks, Copyrights or Licenses; (iv) to the best of such Obligor's knowledge, no claim has been made

that the use of any of the Patents, Marks, Copyrights or Licenses constitutes an infringement; (v) such Obligor owns the entire right, title and interest in and to each of the Patents, Marks and Copyrights (other than those being licensed to such Obligor pursuant to the Licenses) free and clear of any Liens and encumbrances of every kind and nature, and the Licenses are valid and subsisting licenses with respect to the Patents, Marks, Copyrights described therein, free and clear of any Liens and encumbrances of every kind and nature arising by, through or under such Obligor, in each case except for (A) rights granted by such Obligor pursuant to the applicable licenses listed on Schedules C and E, and (B) Liens and encumbrances in favor of Administrative Agent, for the benefit of itself and the other Secured Parties, pursuant to this Agreement or the other Financing Agreements; (vi) the Patents, Marks and Copyrights and Licenses listed on Schedules A, B, C, D and E constitute all such items in which such Obligor has any right, title or interest; (vii) such Obligor has the unqualified right to enter into this Agreement and perform its terms; (viii) such Obligor will use proper statutory notice in connection with its use of the Patents, Marks and Copyrights (except as to any thereof which is no longer material to such Obligor's business); and (ix) such Obligor will use standards of quality in its manufacture of products sold under the Marks consistent with those currently employed by it.

5. New Patents, Marks, Copyrights and Licenses. If, before the Liabilities shall have been satisfied in full and the Credit Agreement shall have been terminated, any Obligor shall (i) obtain rights to any new patentable inventions, trademarks, service marks, trademark or service mark registrations, copyrights, copyright registrations, trade names or licenses, or (ii) become entitled to the benefit of any patent, trademark or service mark application, trademark, service mark, trademark or service mark registration, copyrights, copyright registrations, license or license renewal, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions of Section 2 above shall automatically apply thereto and such Obligor shall give to Administrative Agent prompt written notice thereof. Each Obligor hereby authorizes Administrative Agent to modify this Agreement by noting any future acquired Patents, Marks, Copyrights on Schedule A, B or D and any Licenses and licensed Patents, Marks or Copyrights on Schedules C or E, as applicable; provided, however, that the failure of Administrative Agent to make any such notation shall not limit or affect the obligations of any Obligor or rights of Administrative Agent or any Lender hereunder.

6. Royalties; Terms. Each Obligor hereby agrees that the security interest of Administrative Agent, for the benefit of itself and the other Secured Parties, in all Patents, Marks, Copyrights and Licenses as described above shall be worldwide (or in the case of the Patents, Marks and Copyrights licensed to an Obligor such smaller geographic location if any is specified for such Obligor's use in the applicable License) and, without any liability for royalties or other related charges from Administrative Agent to such Obligor. The term of the security interest granted herein shall extend until the earlier of (i) the expiration of each of the respective Patents, Marks, Copyrights and Licenses assigned hereunder, or (ii) satisfaction in full of the Liabilities and termination of the Credit Agreement.

7. Inspection. In accordance with the terms of the Credit Agreement, Administrative Agent or any Lender shall have the right to inspect any Obligor's premises and to examine any Obligor's books, records and operations, including, without limitation, any Obligor's quality control processes. From and after the occurrence and during the continuance

of a Default and notice by Administrative Agent to each Obligor of Administrative Agent's intention to enforce its rights and claims against any of the Patents, Marks, Copyrights and Licenses, each Obligor agrees that Administrative Agent, or a conservator appointed by Administrative Agent, shall have the right to establish such additional product quality controls as Administrative Agent or said conservator, in its sole judgment, may deem necessary to assure maintenance of the quality of products sold by such Obligor under the Marks consistent with the quality of products now manufactured by such Obligor.

8. Termination of Each Obligor's Interest. This Agreement is made for collateral purposes only. Upon satisfaction in full of the Liabilities and termination of the Credit Agreement, subject to any disposition thereof which may have been made by Administrative Agent pursuant hereto or pursuant to any of the other Financing Agreements, the security interest granted hereunder shall automatically be extinguished. Administrative Agent shall, at the request of any Obligor and at each Obligor's reasonable expense, execute and deliver to such Obligor, all termination statements and other instruments as may be necessary or proper to evidence the termination of Administrative Agent's security interest granted to Administrative Agent pursuant to this Agreement, subject to any disposition thereof which may have been made by Administrative Agent pursuant hereto or pursuant to any of the other Financing Agreements. Any such termination statements and instruments shall be without recourse upon or warranty by Administrative Agent.

9. Duties of the Obligors. Except to the extent the same is no longer material to such Obligor's business, each Obligor shall have the duty (i) to prosecute diligently any application with respect to Patents, Marks and Copyrights, in each case pending as of the date hereof or hereafter, (ii) to make application on unpatented but patentable inventions and on registerable but unregistered trademarks, service marks and copyrights, and (iii) to preserve, maintain and enforce against infringement all rights in patent applications and patents constituting the Patents, in trademark or service mark applications, trademarks, service marks, and trademark or service mark registrations constituting the Marks, and in copyright applications, copyrights and copyright registrations constituting the Copyrights. Any expenses incurred in connection with the foregoing (including, but not limited to, maintenance or renewal fees) shall be borne by the Obligors. Except to the extent the same is no longer material to such Obligor's business, each Obligor shall not abandon any pending patent application, trademark application, copyright application, service mark application, patent, trademark, service mark or copyright without the written consent of the Required Lenders.

10. Administrative Agent's Right to Sue. From and after the occurrence and during the continuance of a Default, Administrative Agent shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patents, the Marks, the Copyrights and the Licenses, and any licenses thereunder, and, if Administrative Agent shall commence any such suit, each Obligor shall, at the request of Administrative Agent, do any and all lawful acts and execute any and all proper documents reasonably required by Administrative Agent in aid of such enforcement, and each Obligor shall promptly, upon demand, reimburse and indemnify Administrative Agent for all reasonable costs and expenses incurred by Administrative Agent in the exercise of its rights under this Section 10.

11. **Waivers.** No course of dealing between any Obligor and Administrative Agent or any Lender, nor any failure to exercise, nor any delay in exercising, on the part of Administrative Agent or any Lender, any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

12. **Severability.** The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

13. **Modification.** This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

14. **Further Assurances.** Each Obligor shall execute and deliver to Administrative Agent, at any time or times hereafter at the request of Administrative Agent, all papers (including, without limitation, any as may be deemed desirable by Administrative Agent for filing or recording with any Patent and Trademark Office, and any successor thereto) and take all such actions (including, without limitation, paying the cost of filing or recording any of the foregoing in all public offices reasonably deemed desirable by Administrative Agent), as Administrative Agent may request, to evidence Administrative Agent's interest in the Patents, Marks, Copyrights and Licenses and the goodwill associated therewith and enforce Administrative Agent's rights under this Agreement.

15. **Cumulative Remedies; Power of Attorney; Effect on Financing Agreements.** All of Administrative Agent's and each Lender's rights and remedies with respect to the Patents, Marks, Copyrights and Licenses, whether established hereby, by any of the Financing Agreements or otherwise, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Each Obligor hereby constitutes and appoints Administrative Agent as such Obligor's true and lawful attorney-in-fact, with full power of substitution in the premises, with power at any time after the occurrence and during the continuance of a Default, to (i) endorse such Obligor's name on all applications, documents, papers and instruments determined by Administrative Agent as necessary or desirable for Administrative Agent in the use of the Patents, Marks, Copyrights and Licenses, (ii) take any other actions with respect to the Patents, Marks, Copyrights and Licenses as Administrative Agent deems in good faith to be in the best interest of Administrative Agent, (iii) grant or issue any exclusive or non-exclusive license under the Patents, Marks or Copyrights to any Person, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Marks, Copyrights or Licenses to any Person. Each Obligor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Liabilities shall have been satisfied in full and the Credit Agreement shall have been terminated. Each Obligor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Administrative Agent under the Credit Agreement or any of the Financing Agreements but rather is intended to facilitate the exercise of

such rights and remedies. Administrative Agent shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Marks, Copyrights or Licenses may be enforced. Each Obligor hereby releases the Administrative Agent and each Lender from any and all claims, causes of action and demands at any time arising out of or with respect to any actions taken or omitted to be taken by the Administrative Agent under the powers of attorney granted herein.

16. Binding Effect; Benefits. This Agreement shall be binding upon each Obligor and its respective successors and assigns and shall inure to the benefit of Administrative Agent, each Lender and their respective successors, assigns and nominees.

17. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH, AND ANY DISPUTE BETWEEN THE PARTIES HERETO ARISING OUT OF, CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS AGREEMENT, AND WHETHER ARISING IN CONTRACT, TORT, EQUITY, OR OTHERWISE, SHALL BE RESOLVED IN ACCORDANCE WITH THE INTERNAL LAWS AND NOT THE CONFLICTS OF LAW PROVISIONS OF THE STATE OF ILLINOIS.

18. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The delivery of an executed counterpart of a signature page or acceptance to this Agreement by telecopier or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

[signature page(s) follow]

IN WITNESS WHEREOF, the parties hereto have entered into this Amended and Restated Patent, Copyright, License and Trademark Security Agreement as of the date first above written.

BLUFF HOLDCO, LLC

By: _____
Name: John Lenahan
Title: Secretary

INTEGRATED WAREHOUSE SOLUTIONS, INC.

By: _____
Name: John Lenahan
Title: Secretary; Assistant Treasurer

WESCO INDUSTRIAL PRODUCTS, LLC

By: _____
Name: John Lenahan
Title: Secretary; Assistant Treasurer

NORDOCK MANUFACTURING, LLC

By: _____
Name: John Lenahan
Title: Secretary; Assistant Treasurer

NORDOCK CORPORATION

By: _____
Name: John Lenahan
Title: Secretary; Assistant Treasurer

COLUMBUS FOAM PRODUCTS, INC.

By: _____
Name: John Lenahan
Title: President; Secretary; Assistant Treasurer

FLATLEY DOCK SYSTEMS, INC.

By: _____

Name: John Lenahan

Title: Secretary; Assistant Treasurer

The undersigned accepts and agrees to the foregoing Amended and Restated Patent, Copyright, License and Trademark Security Agreement as of the date first written above.

THE HUNTINGTON NATIONAL BANK, as Administrative Agent

By: _____

Name: Edward Ryczek

Title: Senior Vice President

FLATLEY DOCK SYSTEMS, INC.

By: _____
Name: John Lenahan
Title: Secretary; Assistant Treasurer

The undersigned accepts and agrees to the
foregoing Amended and Restated Patent,
Copyright, License and Trademark Security
Agreement as of the date first written above.

THE HUNTINGTON NATIONAL BANK, as Administrative Agent

By: *Ed Ryzek*
Name: Edward Ryzek
Title: Senior Vice President

Schedule A

Patents and Patent Applications

Integrated Warehouse Solutions, Inc.:

Patent/App. No.	Title	Filing Date
D633,684	Locking Folding Dock Board	04/24/2010
29/468,313	Keg Rack Insert	09/27/2013
61/885,967	Keg Flow Storage Rack System	10/02/2013

Wesco Industrial Products, LLC:

Patent/App. No.	Title	Filing Date
9,302,688	Knock Down Drum Truck	03.11.2014
6,619,905	Drum Handling Device	06.12.2001
7,137,464	Stair Climbing Hand Truck	09.15.2004
9,139,214	Adjustable Lift Truck	12.13.2011

Schedule B

Copyrights

Integrated Warehouse Solutions, Inc.:

All promotional marketing and advertising materials, business plans, computer software, programs, databases, artwork, logos, layouts, textual matter, other copyrightable materials and derivative works thereof*

All content and materials found at the following domain names and any related marketing materials*:

bluffcantileverracks.com
bluffecommerce.com
bluffmanufacturing.com
bluffmfg.biz
bluffmfg.info
bluffmfg.net
bluffmfg.org
bluffmfg.us
bluffsafetyrail.com
bluffsafetyrails.com
cantileverracks.co
durasweeper.com
forktruckramp.com
forktruckramps.com
genquip.com
modernlightmetal.com
rampsforindustry.com
yardramp-mfg.com
yardrampfactory.com
yardrampsolutions.com
yardrampsonline.com
yardrampsplus.com
yardrampsusa.com
yardrampusa.com
industrialbridges.com
bluffmanufacturing.biz

bluffmanufacturing.us
bluffmanufacturing.info
bluffmanufacturing.net
bluffmanufacturing.org
industrialramp.com

Wesco Industrial Products, LLC:

All promotional marketing and advertising materials, business plans, computer software, programs, databases, artwork, logos, layouts, textual matter, other copyrightable materials and derivative works thereof*

All content and materials found at the following domain names and any related marketing materials*:

www.Wescomfg.com
www.Lexcoeng.com

Columbus Foam Products, Inc.:

All promotional marketing and advertising materials, business plans, computer software, programs, databases, artwork, logos, layouts, textual matter, other copyrightable materials and derivative works thereof*

All content and materials found at the following domain names and any related marketing materials*

colsfoam.com
huggercfp.com
sas-cfp.com
columbusfoam.net
columbusfoam.us

Flatley Dock Systems, Inc:

All promotional marketing and advertising materials, business plans, computer software, programs, databases, artwork, logos, layouts, textual matter, other copyrightable materials and derivative works thereof*

All content and materials found at the following domain names and any related marketing materials*:

Flatleycorp.com
Flatleydock.com

Flatleydocksystems.com
Flatleydocksystemsinc.com

Schedule C
Patent and Copyright Licenses

Integrated Warehouse Solutions, Inc.:

Exclusive Licensing of Intellectual Property Agreement, dated February 21, 2016 by and between Integrated Warehouse Solutions, Inc. (f/k/a Bluff Holdings, Inc.) and Durasweeper, LLC.

Non-Exclusive Patent License, dated January 6, 2022, by and between Integrated Warehouse Solutions, Inc. and Guada Technologies LLC.

Wesco Industrial Products, LLC:

Third Party Software/Services	Description
Symix Styeline	Information management, data processing and enterprise software services
Solidworks	Engineering and design software
Upland software (fka FileBound Solutions)	Enterprise, work management and document storage software services
Trend Micro	Antivirus software
Pathfinders IT	IT managed services
AutoCAD	Engineering and design software
Comcast	Telephone and internet services
Hewlett Packard Enterprise	Hardware service/support agreement

Third Party Patent	Description
Exclusive Distribution License for Patent: 6,808,357**	Title: Adjustment Device for a Stacker Trolley; Filing Date: 07.16.2002
Exclusive Distribution License for Patent: 9,102,346**	Title: Quickly Lifting Hydraulic Pallet Truck; Filing Date: 09.12.2012

**Patent is owned by Wen-Ching Lee (inventor). Wen-Ching Lee is the owner of Shie Lee, Taiwan, a vendor for Wesco's line of deluxe pallet trucks. Wesco has a verbally-agreed US exclusive distribution license. Wesco does not manufacture any products under these patents.

Columbus Foam Products, Inc.:

Third Party Software/Services	Description
AccuNet	Business systems and network services
Autometrix Cutting Solution	Material cutting solutions
NestFab	Automatic nesting services
AutoCAD	Engineering and design software
Microsoft Dynamics SL 2015	Project management software

Third Party Patent No.	Title	Filing Date	Owner	Anticipated Expiration Date	Comments
8,444,531	Vault Box Safety Collar	10/01/2010	Litania Sports Group, Inc. (assignee) **No recorded assignment from inventors.**	08/27/2031 **330 days of PTA.**	Licensed to Columbus**.

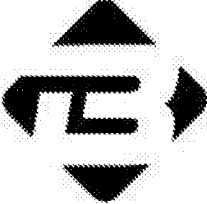
** Patent License Agreement dated February 2, 2018, granting licensee a non-exclusive worldwide license to make, use, distribute and sell products covered by the patent application during the full term of the patent.

Schedule D

Trademarks, Service Marks

Integrated Warehouse Solutions, Inc.:

Trademarks, Trademark Applications, Trade Names.

JURISDICTION	TRADEMARK	REG. NO.	REGISTRATION DATE
U.S.		3,831,455	08.10.2010
U.S.	INTEGRATED WAREHOUSE SOLUTIONS	6,153,952	09.15.2020
Canada	INTEGRATED WAREHOUSE SOLUTIONS	Ser. No 1,959,578	04.26.2019
Wisconsin	FLATLEY DOCK SYSTEMS	WI 20210081865	01.06.2021

“Durasweeper” (licensed, see above)

Bluff Holdings, Inc.*

Bluff Manufacturing, Inc.*

Bluff Manufacturing*

All content and materials found at the following domain names and any related marketing materials*:

bluffcantileverracks.com

bluffecommerce.com

bluffmanufacturing.com

bluffmfg.biz

bluffmfg.info

bluffmfg.net

bluffmfg.org

bluffmfg.us
 bluffsafetyrail.com
 bluffsafetyrails.com
 cantileverracks.co
 durasweeper.com
 forktruckramp.com
 forktruckramps.com
 genquip.com
 modernlightmetal.com
 rampsforindustry.com
 yardramp-mfg.com
 yardrampfactory.com
 yardrampsolutions.com
 yardrampsonline.com
 yardrampsplus.com
 yardrampsusa.com
 yardrampusa.com
 industrialbridges.com
 bluffmanufacturing.biz
 bluffmanufacturing.us
 bluffmanufacturing.info
 bluffmanufacturing.net
 bluffmanufacturing.org
 industrialramp.com

Wesco Industrial Products, LLC:

Trademarks, Trademark Applications, Trade Names.

TRADEMARK	REG./APP. NO.	FILING DATE
WESCO	4,073,449	04.05.2011
WESCO ADVANTAGE	90/001,672	06.15.2020
GATOR GRIP	4,342,254	10.02.2012

Wesco Industrial Products, LLC*
 Lexco Manufacturing*

Special Certifications / Approvals.

FM Approval authorized by Factory Mutual	Wesco's drum faucets have FM approval, which uses scientific research and testing to make sure products conform to high standards for safety and property loss prevention. Each purchase receipt of FM approved faucets are batch inspected by selecting a certain percentage from the quantity received. Wesco is inspected by FM on a quarterly basis.
NSF Approval authorized by National Sanitation Foundation	Wesco's wire shelving and stainless steel carts are NSF approved. The NSF is an independent non-profit that certifies food service equipment and ensures it is designed and constructed in a way that promotes food safety.
UL Approval authorized by Underwriters Laboratories	Wesco's dock lights are UL approved. UL Taiwan inspects and tests every shipment from the Taiwanese vendor.

All content and materials found at the following domain names and any related marketing materials*:

www.Wescomfg.com
www.Lexcoeng.com

Columbus Foam Products, Inc.:

Trademarks, Trademark Applications, Trade Names.

U.S. Trademark Registration

Reg. No./Ser. No.	Trademark	Status	Full Goods/Services	Comments
RN: 2,881,234 SN: 76-550,933	HUGGER	Renewed Oct. 17, 2013	(Int'l Class: 19) non-metal dock enclosures to be mounted on a loading dock to engage and enclose an opening in a vehicle parked at the loading dock	Hugger brand is being phased out

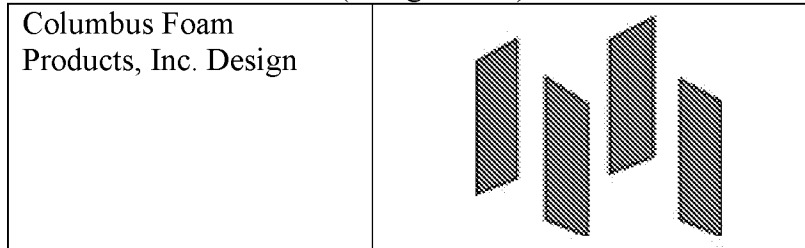
State Trademark Registrations

State	Reg. No./Ser. No.	Trademark	Status	Full Goods/Services	Comments
Ohio	RN: OH 8935 AN: 01093474	HUGGER	Cancelled Last Status Received: Expired April 16, 2001	(Int'l Class: 20) furniture and articles not otherwise classified	Acquired by assignment from Pass-Thru Closures, Inc. (effective July 20, 1995).

					Hugger brand is being phased out
Ohio	RN: OH 12221 AN: 01093473	HUGGER	Cancelled Last Status Received: Expired April 16, 2001	(Int'l Class: 11) environmental control apparatus	Acquired by assignment from Pass-Thru Closures, Inc. (effective July 20, 1995). Hugger brand is being phased out
Ohio	RN: OH 12223 AN: 01093475	HUGGER DOCK SEAL	Cancelled Last Status Received: Expired April 16, 2001	(Int'l Class: 11) environmental control apparatus	Acquired by assignment from Pass-Thru Closures, Inc. (effective July 20, 1995). Hugger brand is being phased out
Ohio	RN: OH 12222 AN: 01093476	HUGGER DOOR SEAL	Cancelled Last Status Received: Expired April 16, 2001	(Int'l Class: 11) environmental control apparatus	Acquired by assignment from Pass-Thru Closures, Inc. (effective July 20, 1995). Hugger brand is being phased out
Ohio	RN: OH AN:	STEP-EAZE		Manufacturing industrial floor mats.	Not used by company
Ohio	RN: OH AN:	STATIC- EAZE		Manufacturing industrial floor mats.	Not used by company
Ohio	RN: OH 204563 AN:	PRO-TECT WALL PADDING		The design, manufacture, sale and distribution of vinyl and foam pads for	No longer used by company

				athletics facilities, residences and special rooms.	
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Common Law Trademark (Design Mark)*:



All content and materials found at the following domain names and any related marketing materials*

- colsfoam.com
- huggercfp.com
- sas-cfp.com
- columbusfoam.net
- columbusfoam.us

Flatley Dock Systems, Inc:

Trademarks, Trademark Applications, Trade Names.



All content and materials found at the following domain names and any related marketing materials*:

- Flatleycorp.com
- Flatleydock.com
- Flatleydocksystems.com
- Flatleydocksystemsinc.com

Schedule E
Trademark Licenses

Integrated Warehouse Solutions, Inc.:

Exclusive Licensing of Intellectual Property Agreement, dated February 21, 2016 by and between Integrated Warehouse Solutions, Inc. (f/k/a Bluff Holdings, Inc.) and Durasweeper, LLC.

Wesco Industrial Products, LLC:

Licenses

Third Party Software/Services	Description
Symix Styeline	Information management, data processing and enterprise software services
Solidworks	Engineering and design software
Upland software (fka FileBound Solutions)	Enterprise, work management and document storage software services
Trend Micro	Antivirus software
Pathfinders IT	IT managed services
AutoCAD	Engineering and design software
Comcast	Telephone and internet services
Hewlett Packard Enterprise	Hardware service/support agreement

Columbus Foam Products, Inc.:

Third Party Software/Services	Description
AccuNet	Business systems and network services
Autometrix Cutting Solution	Material cutting solutions
NestFab	Automatic nesting services
AutoCAD	Engineering and design software
Microsoft Dynamics SL 2015	Project management software

**SPECIAL POWER OF ATTORNEY
(Patent, Trademark, Copyright and License)**

STATE OF)
) SS.
COUNTY OF)

KNOW ALL MEN BY THESE PRESENTS, that Bluff Holdco, LLC, a Delaware limited liability company ("Holdings"), Integrated Warehouse Solutions, Inc., a Delaware corporation (f/k/a Bluff Holdings, Inc.) ("Borrower"), Wesco Industrial Products, LLC, a Delaware limited liability company ("Wesco"), Nordock Manufacturing, LLC, a Delaware limited liability company ("Nordock US Parent"), Nordock Corporation, an Ohio corporation ("Nordock US"), Columbus Foam Products, Inc., an Ohio corporation ("Columbus"), and Flatley Dock Systems, Inc., a Wisconsin corporation ("Flatley"; Holdings, Borrower, Wesco, Nordock US Parent, Nordock US, Columbus and Flatley are referred to herein, collectively, as "Obligors" and, individually, as an "Obligor"), pursuant to that certain Amended and Restated Patent, Copyright, License and Trademark Security Agreement, dated as of April 19, 2022 (the "Collateral Agreement") among Obligors and The Huntington National Bank (successor by merger to TCF National Bank), in its capacity as administrative agent (in such capacity, the "Administrative Agent") for the lenders from time to time party to the Amended and Restated Credit Agreement referred to below (the "Lenders"), each hereby appoints and constitutes Administrative Agent its true and lawful attorney, with full power of substitution, and with full power and authority to perform the following acts on behalf of such Obligor at and during the time periods specified in the Collateral Agreement:

1. Assigning, selling or otherwise disposing of all right, title and interest of such Obligor in and to the patents, copyrights, licenses and trademarks listed on Schedules A, B, C, D and E of the Collateral Agreement, and including those patents copyrights and licenses which are added to the same subsequent hereto, and all registrations and recordings thereof, and all pending applications therefor, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to, the foregoing, and to execute and deliver any and all agreements, documents, instruments of assignment or other writings necessary or advisable to effect such purpose; and
2. To execute any and all documents, statements, certificates or other writings necessary or advisable in order to effect the purposes described above as Administrative Agent may in its sole discretion determine.

[signatures appear on next page]

This power of attorney is made pursuant to that certain Amended and Restated Credit Agreement, dated as of March __, 2022, among the Obligors, Lenders and Administrative Agent and may not be revoked until the payment in full of all liabilities and obligations of the Obligors under such Credit Agreement.

BLUFF HOLDCO, LLC

By: _____
Name: John Lenahan
Title: Secretary

INTEGRATED WAREHOUSE SOLUTIONS, INC.

By: _____
Name: John Lenahan
Title: Secretary, Assistant Treasurer

WESCO INDUSTRIAL PRODUCTS, LLC

By: _____
Name: John Lenahan
Title: Secretary, Assistant Treasurer

NORDOCK MANUFACTURING, LLC

By: _____
Name: John Lenahan
Title: Secretary, Assistant Treasurer

NORDOCK CORPORATION

By: _____
Name: John Lenahan
Title: Secretary, Assistant Treasurer

COLUMBUS FOAM PRODUCTS, INC.

By: _____
Name: John Lenahan
Title: President, Secretary, Assistant Treasurer

FLATLEY DOCK SYSTEMS, INC.

By: _____

Name: John Lenahan

Title: Secretary; Assistant Treasurer