

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM762829

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|---|-------------------------------------|-----------------------|---------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Trademark Security Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| PAIGE ELECTRIC COMPANY, L.P. | | 10/21/2022 | Limited Partnership: NEW JERSEY |
| RECEIVING PARTY DATA | | | |
| Name: | MSD PCOF PARTNERS LVII, LLC | | |
| Street Address: | c/o MSD Partners, L.P. | | |
| Internal Address: | 1 Vanderbilt Ave., 26th Floor | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10017-5407 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 9 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 6357709 | PERIMAGUARD | |
| Registration Number: | 6443789 | GAMECHANGER | |
| Registration Number: | 5601320 | PAIGE | |
| Registration Number: | 5580864 | PAIGE | |
| Registration Number: | 4358873 | RIP STRIP | |
| Registration Number: | 4222339 | WALL BUSTER | |
| Registration Number: | 3783905 | PAIGE1PAC | |
| Registration Number: | 1163533 | TUF-HIDE | |
| Serial Number: | 87879766 | PAIGE AGWIRE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 8602402701 | | |
| <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: | 8602402935 | | |
| Email: | michelle.fournier@morganlewis.com | | |
| Correspondent Name: | Michelle Fournier | | |
| Address Line 1: | Morgan, Lewis & Bockius LLP | | |
| Address Line 2: | One State Street | | |

OP \$240.00 6357709

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|---|-----------------------------|
| Address Line 4: | Hartford, CONNECTICUT 06103 |
| NAME OF SUBMITTER: | Michelle Walters Fournier |
| SIGNATURE: | /Michelle Walters Fournier/ |
| DATE SIGNED: | 10/21/2022 |
| Total Attachments: 4 source=MSD-GCG - 2L - Trademark Security Agreement (Paige) (2022) (Executed)#page1.tif source=MSD-GCG - 2L - Trademark Security Agreement (Paige) (2022) (Executed)#page2.tif source=MSD-GCG - 2L - Trademark Security Agreement (Paige) (2022) (Executed)#page3.tif source=MSD-GCG - 2L - Trademark Security Agreement (Paige) (2022) (Executed)#page4.tif | |

TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of October 21, 2022 (this “**Trademark Security Agreement**”), by PAIGE ELECTRIC COMPANY, L.P., a New Jersey limited partnership (the “**Grantor**”), in favor of MSD PCOF PARTNERS LVII, LLC, a Delaware limited liability company, in its capacity as administrative agent and collateral agent pursuant to the Second Lien Credit Agreement (as defined in the Security Agreement, defined below) (in such capacity, the “**Administrative Agent**”).

WITNESSETH:

WHEREAS, the Grantor is party to a Security Agreement dated as of November 1, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Administrative Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Second Lien Credit Agreement, the Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement and the Second Lien Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of the Grantor: Trademarks of the Grantor listed on Schedule I attached hereto.

SECTION 3. The 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 Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms of which are incorporated herein by reference. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Administrative Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security 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 Trademark Security Agreement by signing and delivering one or more counterparts. Delivery by facsimile or other electronic communication of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement.

SECTION 6. Governing Law. The terms of Sections 10.15 and 10.16 of the Second Lien Credit Agreement with respect to governing law, submission of jurisdiction, venue and waiver of jury trial are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

[Signature pages follow]

**PAIGE ELECTRIC COMPANY, L.P., as
Grantor**

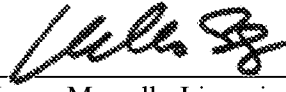
By: GCG Holdco, LLC
Its: General Partner

By: 
Name: Michael Milligan
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]


**TRADEMARK
REEL: 007887 FRAME: 0016**

MSD PCOF PARTNERS LVII, LLC,
as Administrative Agent

By:  _____
Name: Marcello Liguori
Title: Vice President

Schedule I
Trademark Registrations and Use Applications

Registrations:

| Owner | Mark/Name | Registration Date | Registration No. |
|------------------------------|---|--------------------------|-------------------------|
| Paige Electric Company, L.P. | PERIMAGUARD | 5/18/2021 | 6357709 |
| Paige Electric Company, L.P. | GAMECHANGER | 8/10/2021 | 6443789 |
| Paige Electric Company, L.P. | PAIGE | 11/6/2018 | 5601320 |
| Paige Electric Company, L.P. |  | 10/9/2018 | 5580864 |
| Paige Electric Company, L.P. | RIP STRIP | 6/25/2013 | 4358873 |
| Paige Electric Company, L.P. | WALL BUSTER | 10/9/2012 | 4222339 |
| Paige Electric Company, L.P. | PAIGE1PAC | 5/4/2010 | 3783905 |
| Paige Electric Company, L.P. | TUF-HIDE | 8/4/1981 | 1163533 |

Applications:

| Owner | Mark/Name | Application Date | Application No. |
|------------------------------|------------------|-------------------------|------------------------|
| Paige Electric Company, L.P. | PAIGE AGWIRE | 4/17/2018 | 87879766 |