

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM771180

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LBC CREDIT AGENCY SERVICES, LLC		11/30/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Axia Acquisition Corporation		
Street Address:	1327 Northbrook Parkway, Suite 400		
City:	Suwanee		
State/Country:	GEORGIA		
Postal Code:	30024		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 22			
Property Type	Number	Word Mark	
Registration Number:	0793165	AMES	
Registration Number:	0804603	AMES	
Registration Number:	0804868	AMES	
Registration Number:	2837824	AMES	
Registration Number:	2797019	BAZOOKA	
Registration Number:	2775006	EASYCLEAN	
Registration Number:	5170974	EASYROLL	
Registration Number:	2781520	FEATHER-LITE	
Registration Number:	2816307	MAXIZOOKA	
Registration Number:	4640303	MAXXBOX	
Registration Number:	2797020	MINIZOOKA	
Registration Number:	2817212	MUDRUNNER	
Registration Number:	3589151	POWER ASSIST	
Registration Number:	5056087	QUICKBOX	
Registration Number:	3902904	RENT THE BEST OWN THE BEST	
Registration Number:	2199221	TAPEMASTER	
Registration Number:	2785831	TAPETECH	
Registration Number:	4454083	TAPETECH	
Registration Number:	4454085	TAPETECH	

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Property Type	Number	Word Mark
Registration Number:	4900907	WIZARD
Registration Number:	3354668	XTENDER
Registration Number:	4579415	XTENDER

CORRESPONDENCE DATA

Fax Number: 4048538806
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: 404-853-8926
Email: patentdocket@eversheds-sutherland.us
Correspondent Name: Jeremy D. Spier
Address Line 1: 999 Peachtree Street, NE, Suite 2300
Address Line 4: Atlanta, GEORGIA 30309-3996

ATTORNEY DOCKET NUMBER:	27795-0268
NAME OF SUBMITTER:	Jeremy D. Spier
SIGNATURE:	/JDS/
DATE SIGNED:	12/01/2022

Total Attachments: 10

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November 30, 2021

Axia Acquisition Holding Corporation
1327 Northbrook Parkway, Suite 400
Suwanee, Georgia 30024
Attention: Tom Dooley, Chief Financial Officer
Email: tdooley@amestools.com

RE: Credit Agreement, dated as of September 15, 2017 (as amended, supplemented or restated from time to time, the “**Credit Agreement**”), among Axia Acquisition Holding Corporation, Axia Acquisition Corporation (collectively, the “**Borrower**”), each financial institution party thereto as a lender from time to time (collectively, the “**Lenders**”), and LBC Credit Agency Services, LLC (“**LBC**”), as agent for Lenders (LBC, in such capacity, the “**Agent**”).

Dear Mr. Dooley:

Reference is made to the Credit Agreement. Capitalized terms used herein and not otherwise defined herein shall have the meanings provided for such terms in the Credit Agreement.

Please be advised that upon Agent’s (and their counsel’s, as applicable) receipt of (i) in immediately available funds (a) the amount as set forth on **Schedule “A”** attached hereto (the “**Payoff Amount**”) on or before 1:00 p.m. on December 1st 2021 (such date and time, the “**Payoff Date**”) or (b) the Payoff Amount and any additional interest accrued and payable in the amount of \$ [REDACTED] per day (the “**Per Diem Amount**”) for each day after the Payoff Date that the Payoff Amount is not received, and (ii) a copy of this letter agreement fully executed by the Credit Parties (the date and time upon and at which items (i) and (ii) have been received by Agent and Lenders, the “**Payoff Effective Time**”), Agent will, at Borrower’s cost and expense, deliver termination statements for all liens, mortgages, deeds of trust and security interests Agent holds in and against the assets of any Credit Party securing the Obligations, and return to Borrower for the benefit of the Credit Parties all of the Collateral it has in its possession (if any). Upon the Payoff Effective Time, Borrower and Borrower’s agent shall be authorized, without further action of any kind on the part of Agent, to file all terminations and releases with respect to all Uniform Commercial Code financing statements, intellectual property security agreements and any mortgages filed or recorded (as applicable) by or for the benefit of Agent against any Credit Party in connection with the financing transactions contemplated by the Credit Agreement.

The Payoff Amount and Per Diem Amount (if any) shall be delivered by wire transfer as shown on **Schedule “A”** attached hereto.

Upon the Payoff Effective Time, Agent and each Lender agrees and acknowledges that (i) all outstanding indebtedness (including, without limitation, for principal, interest and fees)

and other obligations of the Credit Parties under or relating to the Credit Agreement and the other Loan Documents (other than those obligations which, pursuant to the Credit Agreement and the other Loan Documents, expressly survive payment and termination of the Credit Agreement and the other Loan Documents) shall be paid and satisfied in full and irrevocably discharged, terminated and released, (ii) all security interests and other liens in favor of, granted to or held by Agent, for itself or on behalf of the Lenders, in any asset of any Credit Party in connection with the financing transactions contemplated by the Credit Agreement and the other Loan Documents shall be automatically and irrevocably satisfied, released and discharged without any further action of any kind on the part of Agent or any Lender, (iii) all guaranties supporting the Credit Agreement shall be released with no further action, and (iv) the Credit Agreement and the other Loan Documents shall terminate and be of no further force or effect (other than those obligations which, pursuant to the Credit Agreement and the other Loan Documents, expressly survive payment and termination of the Credit Agreement and the other Loan Documents). Each Credit Party acknowledges that Agent's execution of and/or delivery of any documents releasing any security interest, lien or claim in any property of such Credit Party as set forth herein is made without recourse, representation, warranty or other assurance of any kind by Agent or any Lender as to Agent's or such Lender's rights in any Collateral, the condition or value of any such Collateral, or any other matter. Each Credit Party hereby confirms that the commitments of Agent or any of the Lenders to make loans or otherwise extend credit under the Credit Agreement are terminated as of the Payoff Effective Time, and, as of the Payoff Effective Time, Agent and the Lenders shall have no further obligation to make loans to, or otherwise extend credit to or on behalf of, Borrower.

Borrower agrees to reimburse and pay to Agent and Lenders the amount necessary to pay in full any remaining obligations under the Credit Agreement in the event of any errors (whether clerical, computer or otherwise) in calculating the Payoff Amount and any Per Diem Amount.

Each Credit Party hereby fully, finally and forever acquits, quitclaims, releases and discharges Agent, each Lender and each such party's respective officers, directors, shareholders, employees, agents, attorneys, successors and assigns of and from any and all obligations, claims, liabilities, damages, demands, debts, liens, deficiencies or cause or causes of action to, of or for the benefit (whether directly or indirectly) of the Credit Parties at law or in equity, known or unknown, contingent or otherwise, whether asserted or unasserted, whether now known or hereafter discovered, whether statutory, in contract or in tort, as well as any other kind or character of action now held, owned or possessed (whether directly or indirectly) by any Credit Party on account of, arising out of, related to or concerning, whether directly or indirectly, proximately or remotely (i) the negotiation, review, preparation or documentation of any and all agreements, instruments, contracts and/or documents evidencing any or all of the credit facilities referred to in the Credit Agreement, as the same have been amended, revised, substituted or replaced; (ii) the enforcement, protection or preservation of Agent's or any Lender's rights and remedies under the Credit Agreement or any of the other Loan Documents; (iii) the validity, perfection or enforceability of the Credit Agreement or any of the other Loan Documents; and/or (iv) any action or inaction by Agent or any Lender in connection with the Credit Agreement or any of the other Loan Documents. Nothing contained herein shall constitute a release of Agent's or any Lender's obligations under this letter agreement.

This letter agreement may be executed in any number of counterparts, all of which together shall constitute one and the same agreement, and any of the parties hereto may execute this letter agreement by signing any such counterpart.

If the Payoff Effective Time has not occurred on or before 1:00 p.m. on December 3, 2021, this letter agreement shall terminate and all agreements and commitments of Agent and Lenders contained herein shall be null and void.

The validity, construction and effect of this letter agreement shall be governed by the laws of the State of New York (without giving effect to principles of conflicts of law).

Kindly indicate the Credit Parties' acceptance of the terms of this letter agreement by signing in the space provided below.

[SIGNATURE PAGES FOLLOW]

Very truly yours,

AGENT:

LBC CREDIT AGENCY SERVICES, LLC,
A Delaware limited liability company, as Agent


By: 
Name: David E. Fraimow
Title: Senior Vice President

LENDERS:

LBC CREDIT PARTNERS IV, L.P., as a
Lender

By: LBC Credit Funding IV, L.P., its general
partner


By: LBC Credit Funding IV GP, LLC, its
general partner

By: 
Name: David E. Fraimow
Title: Senior Vice President

LBC IV DB FUNDING, LLC, as a Lender

By: LBC Credit Management, L.P., its
designated manager

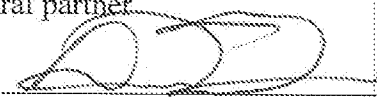
By: LBC Credit Management GP, LLC, its
general partner

By: 
Name: David E. Fraimow
Title: Senior Vice President

LBC IV KB FUNDING, LLC, as a Lender

By: LBC Credit Management, L.P., its
designated manager

By: LBC Credit Management GP, LLC, its
general partner

By: 
Name: David E. Fraimow
Title: Senior Vice President

TRADEMARK

REEL: 007905 FRAME: 0816

LBC-P CREDIT FUND, L.P., as a Lender
By: LBC-P Credit Funding, L.P., its general partner

By: LBC-P Credit Funding GP, LLC, its general partner

By: 

Name: David E. Fraimow

Title: Senior Vice President

LBC-P WF FUNDING, LLC, as a Lender
By: LBC Credit Management, L.P., its designated manager

By: LBC Credit Management GP, LLC, its general partner

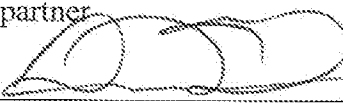
By: 

Name: David E. Fraimow

Title: Senior Vice President

LBC-A WF FUNDING, LLC, as a Lender
By: LBC Credit Management, L.P., its designated manager

By: LBC Credit Management GP, LLC, its general partner

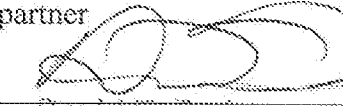
By: 

Name: David E. Fraimow

Title: Senior Vice President

LBC-A CREDIT FUND, L.P., as a Lender
By: LBC-A Credit Funding, L.P., its general partner

By: LBC-A Credit Funding GP, LLC, its general partner

By: 

Name: David E. Fraimow

Title: Senior Vice President

TRADEMARK

REEL: 007905 FRAME: 0817

ALLSTATE INSURANCE COMPANY, as a
Lender

J.M.

By: Allen Dick
Name: Allen Dick
Title: Authorized Signatory

By: Michael Moran
Name: Michael Moran
Title: Authorized Signatory

ALLSTATE LIFE INSURANCE
COMPANY, as a Lender

By: _____
Name: _____
Title: _____

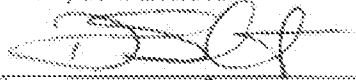
By: _____
Name: _____
Title: _____

ALLSTATE INSURANCE COMPANY, as a
Lender

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

EVERLAKE LIFE INSURANCE
COMPANY, as a Lender

By:  _____
Name: *D. Sean Art* _____
Title: *Authorized Signatory* _____

By: _____
Name: _____
Title: _____

Intending to be legally bound hereby, this letter is agreed to and accepted this 30th day of November, 2021:

BORROWERS:

AXIA ACQUISITION HOLDING CORPORATION

By: Ajay Harpalani
Name: Ajay Harpalani
Title: Secretary and CFO

AXIA ACQUISITION CORPORATION

By: Ajay Harpalani
Name: Ajay Harpalani
Title: Secretary and CFO

GUARANTOR:

AMES TAPING TOOLS INTERMEDIATE HOLDING LLC

By: Ajay Harpalani
Name: Ajay Harpalani
Title: Secretary and CFO

SCHEDULE "A"

PAYOFF AMOUNT/WIRE INSTRUCTIONS

<u>Payoff Amount</u>	<u>Outstanding Principal Balance Due and Owing</u>	<u>Accrued, Unpaid Interest and Expenses</u>	<u>Total Payoff</u>
LBC Credit Agency Services, LLC- On behalf of Lenders	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	N/A	\$
<u>Total Amount Due and Owing:</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>

Payoff Amount: \$ [REDACTED]

WIRE INSTRUCTIONS

Wire Instructions

Bank: Wells Fargo Bank, N.A.
ABA #: [REDACTED]
Account #: [REDACTED]
Account Name: [REDACTED]

**Schedule I
to
Notice of Grant of Security Interest in Trademarks**

TRADEMARKS

Mark	Country	Application No.	Filing Date	Registration No.	Registration Date	Status
AMES	US	72/188,714	3/16/1964	793165	7/27/1965	Registered
AMES	US	72/188,070	3/6/1964	804603	3/1/1966	Registered
AMES	US	72/188,071	3/6/1964	804868	3/1/1966	Registered
AMES & DESIGN	US	76/449,287	9/13/2002	2837824	5/4/2004	Registered
BAZOOKA	US	76/449,280	9/13/2002	2797019	12/23/2003	Registered
EASYSLEAN	US	76/449,039	9/13/2002	2775006	10/21/2003	Registered
EASYROLL	US	87/146,861	8/22/2016	5170974	3/28/2017	Registered
FEATHER-LITE	US	76/449,041	9/13/2002	2781520	11/11/2003	Registered
MAXIZOOKA	US	76/449,042	9/13/2002	2816307	2/24/2004	Registered
MAXXBOX	US	86/230,361	3/24/2014	4640303	11/18/2014	Registered
MINIZOOKA	US	76/449,286	9/13/2002	2797020	12/23/2003	Registered
MUDRUNNER	US	78/197,464	12/23/2002	2817212	2/24/2004	Registered
POWER ASSIST	US	78/910,553	6/16/2006	3589151	3/10/2009	Registered
QUICKBOX	US	86/796,979	10/23/2015	5056087	10/4/2016	Registered
RENT THE BEST OWN THE BEST	US	77/911,037	1/13/2010	3902904	1/11/2011	Registered
TAPEMASTER	US	75/137,089	7/22/1996	2199221	10/27/1998	Registered
TAPETECH	US	76/449,282	9/13/2002	2785831	11/25/2003	Registered
TAPETECH	US	85/914,850	4/25/2013	4454083	12/24/2013	Registered
TAPETECH & DESIGN	US	85/914,858	4/25/2013	4454085	12/24/2013	Registered
WIZARD	US	86/647,737	6/1/2015	4900907	2/16/2016	Registered
XTENDER	US	78/910,571	6/16/2006	3354668	12/11/2007	Registered
XTENDER	US	86/135,677	12/5/2013	4579415	8/5/2014	Registered