

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM805573

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Oxarc, LLC		04/24/2023	Limited Liability Company: WASHINGTON
Hohenschild Welder Supply Company, LLC		04/24/2023	Limited Liability Company: MISSOURI
RECEIVING PARTY DATA			
Name:	Adams Street Credit Advisors LP		
Street Address:	One North Wacker Drive		
Internal Address:	Suite 2700		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	2158511	OXARC	
Registration Number:	2156483	OXARC	
Registration Number:	2144434	OXARC	
Registration Number:	2156484		
Registration Number:	2156512		
Registration Number:	3437014	COLD CHEK	
Registration Number:	2144435		
Registration Number:	2449306	EVERYTHING FOR THE WELDER	
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:	714.668.6200		
Email:	johnkline@paulhastings.com		
Correspondent Name:	John Kline		
Address Line 1:	695 Town Center Drive		

OP \$215.00 2158511

Address Line 2: Seventeenth Floor
Address Line 4: Costa Mesa, CALIFORNIA 92626

NAME OF SUBMITTER: John Kline

SIGNATURE: /s/ John Kline

DATE SIGNED: 04/24/2023

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of April 24, 2023 is made by Oxarc, LLC, a Washington limited liability company ("Oxarc") and Hohenschild Welders Supply Company, LLC a Missouri limited liability company ("Hohenschild" and, together with Oxarc the "Grantors" and each individually, a "Grantor"), in favor of **ADAMS STREET CREDIT ADVISORS LP**, as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders, the L/C Issuers (each as defined in the Credit Agreement referred to below), and itself as a Lender, and the other Credit Parties.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement dated as of December 31, 2020 (as the same may be amended, restated, amended and restated, supplemented and/or modified from time to time, the "Credit Agreement") among MGP Holdings III Corp., a Delaware corporation (formerly known as FGP Holdings III Corp.) ("Topco Borrower"), Willingham Welding Solutions, Inc., a Texas corporation (together with Topco Borrower and any co-Borrower added to the Credit Agreement pursuant to Section 6.13(d) thereof, the "Borrowers" and each individually, a "Borrower"), MGP Holdings II Corp., a Delaware corporation (formerly known as FGP Holdings II Corp.) ("Holdings"), the Administrative Agent and the Lenders and the L/C Issuers from time to time party thereto, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement dated as of December 31, 2020 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement") in favor of the Administrative Agent, to pledge its assets as security for the guaranty of the Obligations (as defined in the Credit Agreement) of the Borrowers; and

WHEREAS, each Grantor is party to the Guaranty and Security Agreement pursuant to which it is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Credit Parties, and grants to the Administrative Agent for the benefit of the Credit Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of each Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks, 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 or other impairment thereof.

Section 3. Guaranty and 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 Guaranty and Security Agreement and the Grantors hereby acknowledge and agree that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantors Remain Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, each such Grantor shall have full and complete responsibility for the prosecution, defense, enforcement or any other action in connection with its Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security 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. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

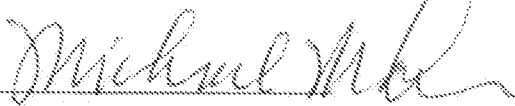
Section 7. Loan Document. This Trademark Security Agreement constitutes a “Loan Document” under and as defined in the Credit Agreement and is subject to the terms and provisions therein regarding Loan Documents.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each 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,

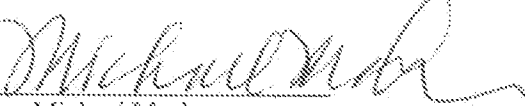
OXARC, LLC, as Grantor

By: 

Name: Michael Masha

Title: Vice President and Treasurer

**HOHENSCHILD WELDERS SUPPLY
COMPANY, LLC, as Grantor**

By: 

Name: Michael Masha

Title: Vice President and Treasurer

ACCEPTED AND AGREED

as of the date first above written:

ADAMS STREET CREDIT ADVISORS LP,

as Administrative Agent

By: _____

Name:

Title:

{Signature Page to Trademark Security Agreement}

**TRADEMARK
REEL: 008051 FRAME: 0017**

IN WITNESS WHEREOF, each 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,

OXARC, LLC, as Grantor

By: _____

Name:

Title:

HOHENSCHILD WELDERS SUPPLY COMPANY, LLC, as Grantor

By: _____

Name:

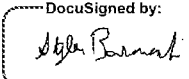
Title:

ACCEPTED AND AGREED
as of the date first above written:




ADAMS STREET CREDIT ADVISORS LP,
as Administrative Agent

By: Adams Street Credit Advisors GP LLC, its
general partner

By: Adams Street Partners, LLC, its member

By:  _____
Name: Stephen Baranowski
Title: Executive Vice President

SCHEDULE 1

Trademark	Registration Number	Registration Date	Grantor
Word Mark (International Class 1): OXARC	2,158,511	May 19, 1998	Oxarc, LLC
Word Mark (International Class 5): OXARC	2,156,483	May 12, 1998	Oxarc, LLC
Word Mark (International Class 35): OXARC	2,144,434	March 17, 1998	Oxarc, LLC
Design Only (International Class 1): 	2,156,484	May 12, 1998	Oxarc, LLC
Design Only (International Class 5): 	2,156,512	May 12, 1998	Oxarc, LLC
Word Mark (International Class 25): COLD CHEK	3,437,014	May 27, 2008	Oxarc, LLC
Design (International Class 35): 	2,144,435	March 17, 1998	Oxarc, LLC
Word Mark (International Class 35): EVERYTHING FOR THE WELDER	2,449,306	May 8, 2001	Hohenschild Welders Supply Company, LLC