

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM825035

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MERIT BRASS CO.		07/17/2023	Corporation: OHIO
SUPPLY SOURCE PRODUCTS LTD CO		07/17/2023	Corporation: SOUTH CAROLINA
RECEIVING PARTY DATA			
Name:	TIGER FINANCE, LLC		
Street Address:	60 State Street, 11th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02109		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	6060798	COPPERPRESS	
Serial Number:	97774754	FIREPRESS	
Serial Number:	97443880	MERIT PRESS	
Serial Number:	97784109	PRE-PRESS INDICATOR	
Serial Number:	97784090	STAINLESSPRESS	
Serial Number:	97784086	CARBONPRESS	
Serial Number:	97784100	VISUAL INDICATOR PRESS RING (VIPR)	
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:	2023704750		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Rodney Boulware		
Address Line 1:	1025 Connecticut Ave NW, Suite 712		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	Washington, D.C. 20036		
ATTORNEY DOCKET NUMBER:	2067763 TM		

OP \$190.00 6060798

NAME OF SUBMITTER:	Janet S. Wamsley
SIGNATURE:	/Janet S. Wamsley/
DATE SIGNED:	07/18/2023
Total Attachments: 10 source=Merit Brass IP filing#page1.tif source=Merit Brass IP filing#page2.tif source=Merit Brass IP filing#page3.tif source=Merit Brass IP filing#page4.tif source=Merit Brass IP filing#page5.tif source=Merit Brass IP filing#page6.tif source=Merit Brass IP filing#page7.tif source=Merit Brass IP filing#page8.tif source=Merit Brass IP filing#page9.tif source=Merit Brass IP filing#page10.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this "Agreement"), dated as of July 17, 2023 is entered into by and among **MERIT BRASS CO.**, an Ohio corporation ("MBC"), **SUPPLY SOURCE PRODUCTS LTD CO**, a South Carolina limited liability company ("Supply Source"), and together with **MBC**, each individually, a "Grantor", and collectively the "Grantors") and **TIGER FINANCE, LLC** (the "Assignee"), as Agent pursuant to that certain Loan and Security Agreement, dated as of the date hereof, among, others party thereto from time to time, the Assignee and the Grantors, (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Loan Agreement").

WHEREAS, pursuant to the Loan Agreement, the Grantors have granted in favor of Assignee a security interest in certain Collateral, including the Copyrights, Patents, Trademarks and Internet domain names set forth on Schedules A–D respectively, hereto as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Assignee hereby agree as follows:

1. Definitions. Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Loan Agreement. In addition, the following terms have the meanings set forth below:

"Copyrights" means (i) all copyrights arising under the laws of the United States, any other country or any political subdivision thereof, whether registered or unregistered and whether published or unpublished (including, without limitation, those listed on Schedule A hereto), all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, all registrations, recordings and applications in the United States Copyright Office, (ii) the right to obtain all renewals thereof, and (iii) all claims for damages by reason of past, present and future infringements of the Copyrights and the right to sue for and collect such damages, as permitted under the applicable laws for any jurisdiction or country in which such claims may be asserted for the use and benefit of Assignee and its successors, assigns and other legal representatives.

"Patents" means all of the following included in the Collateral: (i) all letters patent of the United States, any other country or any political subdivision thereof, all reissues, reexaminations and extensions thereof and all goodwill associated therewith, including, without limitation, any of the foregoing referred to on Schedule B, (ii) all applications for letters patent of the United States or any other country and all divisions, continuations and continuations-in-part thereof, including, without limitation, any of the foregoing referred to on Schedule B, and (iii) all rights to obtain any reissues or extensions of the foregoing.

"Trademarks" means all of the following included in the Collateral: (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the U.S. Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule C hereto, and (ii) the right to obtain all renewals thereof.

2. Grant of Security Interest.

(a) Subject to the terms and conditions of the Loan Agreement, to evidence further the security interest granted by the Grantors to the Assignee pursuant to the Loan Agreement, each Grantor hereby grants to the Assignee a security interest in all of such Grantor's right, title and interest in, to and under the Copyrights, Patents, Trademarks, and Internet domain names, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of Obligations.

(b) Schedule A hereto contains a true and accurate list of all of each Grantor's United States registrations and applications for registration for the Copyrights existing as of the date hereof. Schedule B hereto contains a true and accurate list of all of each Grantor's United States Patents existing as of the date hereof. Schedule C hereto contains a true and accurate list of all of each Grantor's United States registrations and applications for registration for the Trademarks (excluding Internet domain names) existing as of the date hereof. Schedule D hereto contains a true and accurate list of all of each Grantor's Internet domain names existing as of the date hereof.

(c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Loan Agreement. In the event that any of the provisions of this Agreement are in conflict with the Loan Agreement, the provisions of the Loan Agreement shall govern.

3. Modifications.

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Loan Agreement. In connection with the foregoing, each Grantor authorizes the Assignee, upon written notice to and written consent (including consent by e-mail) by such Grantor, to modify this Agreement without obtaining such Grantor's signature to such modification, to the extent that such modification constitutes an amendment of any schedule hereto, to add any right, title or interest in any Copyright, Patent, or Trademark owned or subsequently acquired by such Grantor that is Collateral or to delete any reference to any right, title or interest in any Copyright, Patent or Trademark in which such Grantor no longer has or claims any right, title or interest. Each Grantor additionally agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Copyright, Patent or Trademark that is Collateral to the security interests and perfection created or contemplated hereby or by the Loan Agreement.

4. Recordation.

Each Grantor authorizes the United States Copyright Offices, the Commissioner for Patents, the Commissioner for Trademarks and any other government officials to record and register this Agreement upon request by the Assignee.

5. Applicable Law.

THE VALIDITY, INTERPRETATION AND ENFORCEMENT OF THIS AGREEMENT AND ANY DISPUTE ARISING OUT OF THE RELATIONSHIP BETWEEN THE PARTIES HERETO, WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE, SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK BUT EXCLUDING ANY PRINCIPLES OF

CONFLICTS OF LAW OR OTHER RULE OF LAW THAT WOULD CAUSE THE APPLICATION OF THE LAW OF ANY JURISDICTION OTHER THAN THE LAWS OF THE STATE OF NEW YORK.

6. Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by fax or other electronic method of transmission shall have the same force and effect as the delivery of an original executed counterpart of this Agreement or any of such other Loan Documents. Any party delivering an executed counterpart of any such agreement by fax or other electronic method of transmission shall in a timely manner also deliver an original executed counterpart to the other party upon request, but the failure to do so shall not affect the validity, enforceability or binding effect of such agreement.

7. Successors and Assigns.

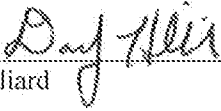
This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[Signature page follows.]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTORS:

MERIT BRASS CO.

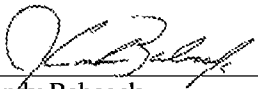
By: 
Name: Darren Hilliard
Title: President

SUPPLY SOURCE PRODUCTS LTD CO

By: 
Name: Darren Hilliard
Title: President and Chief Financial Officer

ASSIGNEE:

TIGER FINANCE, LLC

By: 
Name: Andy Babcock
Title: Managing Director

Schedule A to INTELLECTUAL PROPERTY SECURITY AGREEMENT

Registered Copyrights

None.

Schedule B to INTELLECTUAL PROPERTY SECURITY AGREEMENT

Registrations of Patent and Patent Applications

U.S. Patent Applications

<u>Grantor</u>	<u>Patent Application No.</u>	<u>Filing Date</u>
Merit Brass Co.	17/318,080	May 12, 2021

Non-U.S. Patent Applications

<u>Grantor</u>	<u>Country</u>	<u>Filing Date</u>	<u>Patent Application No.</u>
Merit Brass Co.	CA	May 28, 2021	3,120,173

Schedule C to INTELLECTUAL PROPERTY SECURITY AGREEMENT

Registered Trademarks and Trademark Applications

Trademark	Owner	Jurisdiction of Registration	Serial Number	Registration Date
COPPERPRESS	Merit Brass Co	U.S.	6060798	May 19, 2020
FIREPRESS	Merit Brass Co	U.S.	Application No: 97774754	January 31, 2023
MERIT PRESS	Merit Brass Co	U.S.	Application No: 97443880	June 6, 2022
PRE-PRESS INDICATOR	Merit Brass Co	U.S.	Application No: 97784109	February 7, 2023
STAINLESSPRESS	Merit Brass Co	U.S.	Application No: 97784090	February 7, 2023
CARBONPRESS	Merit Brass Co	U.S.	Application No: 97784086	February 7, 2023
VISUAL INDICATOR PRESS RING (VIPR)	Merit Brass Co	U.S.	Application No: 97784100	February 7, 2023
MERIT PRESS	Merit Brass Co	MX	Application No: 2515819	March 2, 2023
PRE-PRESS INDICATOR	Merit Brass Co	MX	Application No: 2491033	January 3, 2023
PRE-PRESS INDICATOR	Merit Brass Co	CO	Application No: SD2022/0081217	August 10, 2022
PRE-PRESS INDICATOR	Merit Brass Co	CL	Application No: 1513666	August 8, 2022
MERIT PRESS	Merit Brass Co	CO	Application No: SD2022/0100802	September 30, 2022
MERIT PRESS	Merit Brass Co	BR	Application No: 927947277	September 8, 2022

MERIT PRESS	Merit Brass Co	AR	Application No: 4165908	September 7, 2022
PRE-PRESS INDICATOR	Merit Brass Co	PA	Application No: 298237	August 10, 2022
PRE-PRESS INDICATOR	Merit Brass Co	AR	Application No: 4155792	August 8, 2022
PRE-PRESS INDICATOR	Merit Brass Co	BR	Application No: 927594692	August 9, 2022
PRE-PRESS INDICATOR	Merit Brass Co	CA	Application No: 2202705	August 8, 2022
MERIT PRESS	Merit Brass Co	CA	Application No: 2207918	September 6, 2022
MERIT PRESS	Merit Brass Co	CL	Application No: 1517016	September 6, 2022
MERIT PRESS	Merit Brass Co	PA	Application No: 299665	October 13, 2022

Schedule D to INTELLECTUAL PROPERTY SECURITY AGREEMENT

Internet Domain Names

www.meritbrass.com