

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM829640

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	CONFIRMATORY GRANT OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
His Company, Inc.		08/04/2023	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	10 South Dearborn,		
Internal Address:	Floor L2, Mail Code: IL1-0480		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	4331082	NORTH AMERICA'S PREMIER DISTRIBUTOR OF M	
Registration Number:	4331083	NORTH AMERICA'S PREMIER DISTRIBUTOR OF M	
Registration Number:	4331084	NORTH AMERICA'S PREMIER DISTRIBUTOR OF M	
Registration Number:	4331085	NORTH AMERICA'S PREMIER DISTRIBUTOR OF M	
Registration Number:	6213173	ADHESIVE MATERIALS GROUP	
Registration Number:	3317633	HISCO	
Registration Number:	3317632	HISCO	
Registration Number:	3317631	HISCO	
Registration Number:	3317630	HISCO	
Registration Number:	3756289	DEFENSE MATERIALS GROUP	
Registration Number:	3678079	DEFENSE MATERIALS GROUP	
Registration Number:	3755752	DMG	
Registration Number:	6349608	ALL-SPEC	
Serial Number:	97550718	AMG	
Serial Number:	97550877	PRECISION CONVERTING A DIVISION OF HISCO	
Serial Number:	88156779	PRECISION CONVERTING	
CORRESPONDENCE DATA			

CH \$415.00 4331082

Fax Number:

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: 3124564206
Email: rsiddiqui@sidley.com
Correspondent Name: Raza Siddiqui
Address Line 1: One South Dearborn
Address Line 2: Sidley Austin LLP
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	036084/30128
--------------------------------	--------------

NAME OF SUBMITTER:	Raza Siddiqui
---------------------------	---------------

SIGNATURE:	/razasiddiqui/
-------------------	----------------

DATE SIGNED:	08/04/2023
---------------------	------------

Total Attachments: 6

source=DSG - Confirmatory Grant of SI in Trademarks (His Company, Inc.) [Executed] 4870-2424-4853
1#page1.tif

source=DSG - Confirmatory Grant of SI in Trademarks (His Company, Inc.) [Executed] 4870-2424-4853
1#page2.tif

source=DSG - Confirmatory Grant of SI in Trademarks (His Company, Inc.) [Executed] 4870-2424-4853
1#page3.tif

source=DSG - Confirmatory Grant of SI in Trademarks (His Company, Inc.) [Executed] 4870-2424-4853
1#page4.tif

source=DSG - Confirmatory Grant of SI in Trademarks (His Company, Inc.) [Executed] 4870-2424-4853
1#page5.tif

source=DSG - Confirmatory Grant of SI in Trademarks (His Company, Inc.) [Executed] 4870-2424-4853
1#page6.tif

**CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (this “Confirmatory Grant”), dated as of August 4, 2023, is made by the signatory hereto indicated as a “Grantor” (the “Grantor”), in favor of JPMorgan Chase Bank, N.A., in its capacity as Administrative Agent (the “Administrative Agent”) for the Lenders party to the Credit Agreement.

WHEREAS, the Grantor has entered into an Amended and Restated Pledge and Security Agreement dated as of April 1, 2022 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), with the Administrative Agent. Capitalized terms used herein and not defined shall have the meaning ascribed to them in the Security Agreement.

WHEREAS, the Grantor owns the trademarks (the “Trademarks”) listed on Schedule 1 attached hereto under the applicable heading, which Trademarks are pending or registered with the United States Patent and Trademark Office.

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Administrative Agent, on behalf of and for the ratable benefit of the Secured Parties a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute and deliver this Confirmatory Grant for recording with government authorities, including, but not limited to, the United States Patent and Trademark Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Security. The Grantor hereby confirms the grant in the Security Agreement to the Administrative Agent, for the benefit of the Secured Parties, of a security interest in, all of the following property, in each case, wherever located and now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “Trademark Collateral”) as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations:

(a) The Trademarks owned by the Grantor, together with the goodwill connected with the use thereof and symbolized thereby, and all extensions and renewals thereof;

(b) all rights of any kind whatsoever of the Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. The Grantor authorizes the Commissioner for Trademarks to record and register this Confirmatory Grant upon request by the Administrative Agent.

3. Loan Documents. This Confirmatory Grant has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Administrative Agent with respect to the Trademark Collateral are as provided by the Security Agreement and related documents, and nothing in this Confirmatory Grant shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Confirmatory Grant may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Confirmatory Grant by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Confirmatory Grant.

5. Successors and Assigns. This Confirmatory Grant will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Confirmatory Grant and any claim, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this Confirmatory Grant and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the internal laws of the State of Illinois, but giving effect to federal laws applicable to national banks.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Grantor has caused this Confirmatory Grant to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

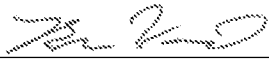
GRANTORS

HIS COMPANY, INC., a Texas corporation

By: Ellis Moseley
Name: Ellis Moseley
Title: Secretary and Chief Financial Officer


AGREED TO AND ACCEPTED:


JPMORGAN CHASE BANK, N.A., as Administrative
Agent

By: 
Name: Brian Ward
Title: Authorized Officer

SCHEDULE 1
TRADEMARKS

I. Registered Trademarks

Owner	Jurisdiction	Registration Number	Registration Date	Mark
His Company, Inc.	US	4331082	05/07/2013	NORTH AMERICA'S PREMIER DISTRIBUTOR OF MISSION CRITICAL MATERIALS
His Company, Inc.	US	4331083	05/07/2013	NORTH AMERICA'S PREMIER DISTRIBUTOR OF MISSION CRITICAL MATERIALS
His Company, Inc.	US	4331084	05/07/2013	NORTH AMERICA'S PREMIER DISTRIBUTOR OF MISSION CRITICAL MATERIALS
His Company, Inc.	US	4331085	05/07/2013	NORTH AMERICA'S PREMIER DISTRIBUTOR OF MISSION CRITICAL MATERIALS
His Company, Inc.	US	6213173	12/01/2020	ADHESIVE MATERIALS GROUP
His Company, Inc.	US	3317633	10/23/2007	
His Company, Inc.	US	3317632	10/23/2007	HISCO

Owner	Jurisdiction	Registration Number	Registration Date	Mark
His Company, Inc.	US	3317631	10/23/2007	
His Company, Inc.	US	3317630	10/23/2007	HISCO
His Company, Inc.	US	3756289	03/02/2010	DEFENSE MATERIALS GROUP
His Company, Inc.	US	3678079	09/01/2009	DEFENSE MATERIALS GROUP
His Company, Inc.	US	3755752	03/02/2010	DMG
His Company, Inc.	US	6349608	05/11/2021	ALL-SPEC

II. Trademark Applications

Owner	Jurisdiction	Application Number	Application Date	Mark
HIS COMPANY, INC.	US	97550718	08/16/2022	AMG
HIS COMPANY, INC.	US	97550877	08/16/2022	PRECISION CONVERTING A DIVISION OF HISCO
HIS COMPANY, INC.	US	88156779	10/16/2018	PRECISION CONVERTING