

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI28097

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Amendment to Notice of Security Interests (ABL) in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPW INDUSTRIES INC.		02/06/2024	Corporation: WASHINGTON
RECEIVING PARTY DATA			
Company Name:	BANK OF MONTREAL, as agent		
Street Address:	350 7th Ave. SW, 9th Floor		
City:	Calgary		
State/Country:	CANADA		
Postal Code:	T2P 3N9		
Entity Type:	Other: CANADA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	6056407	RMD RUSCH MACHINE & DESIGN, INC.	
Registration Number:	6624817	COLD FRONT	
Registration Number:	6522365	TRADEMASTER	
Registration Number:	7171271	BAILEIGH INDUSTRIAL	
Serial Number:	97826161	E EDWARDS	
Serial Number:	97826190	EDWARDS	
CORRESPONDENCE DATA			
Fax Number:	3126095005		
<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:	3126097897		
Email:	hmiller@vedderprice.com		
Correspondent Name:	Holly Miller		
Address Line 1:	Vedder Price P.C.		
Address Line 2:	222 North LaSalle Street - 24th Floor		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	40870.00.0247		
NAME OF SUBMITTER:	HOLLY MILLER		
SIGNATURE:	HOLLY MILLER		
DATE SIGNED:	02/14/2024		

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Total Attachments: 4

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**SECOND AMENDMENT TO
NOTICE OF SECURITY INTERESTS (ABL) IN TRADEMARKS**

THIS SECOND AMENDMENT TO NOTICE OF SECURITY INTERESTS (ABL) IN TRADEMARKS (this "Amendment") is entered into as of February 6, 2024 by the Grantor listed in the signature pages hereof ("Grantor") in favor of BANK OF MONTREAL, in its capacity as agent for itself and the other Lenders (together with its successors and assigns in such capacity, "Grantee").

WHEREAS, Grantor, the borrower signatories thereto (together with Grantor, collectively, the "Borrowers"), the lender signatories thereto ("Lenders") and Agent have entered into that certain Fourth Amendment to Asset-Based Revolving Credit Agreement of even date herewith, amending that certain Asset-Based Credit Agreement, dated as of September 22, 2017 (as be amended, restated, supplemented, modified or otherwise changed from time to time, the "Credit Agreement"); and

WHEREAS, pursuant to the Credit Agreement, Grantor granted Grantee a continuing security interest in all right, title and interest to Grantor's trademarks by executing a Notice of Security Interests (ABL) in Trademarks dated as of September 22, 2017, in favor of the Grantees ("Agreement"), which was recorded in the United States Patent and Trademark Office on September 22, 2017 at Reel/Frame 6159/0815 and which was previously amended and supplemented pursuant to that certain First Amendment to Notice of Security Interests (ABL) in Trademarks dated as of March 25, 2022, which was recorded in the United States Patent and Trademark Office on March 25, 2022 at Reel/Frame 7671/0864; and

WHEREAS, Grantor intends to update Schedule I of the Agreement to reflect the trademarks each Grantor currently owns.

1. NOW, THEREFORE, in consideration of the foregoing and the agreements, promises and covenants set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

2. Incorporation of the Agreement. All capitalized terms which are not defined hereunder shall have the same meanings as set forth in the Agreement, and the Agreement, to the extent not inconsistent with this Amendment, is incorporated herein by this reference as though the same were set forth in its entirety.

3. Amendments of the Agreement. Schedule I to the Agreement is hereby supplemented to include Schedule I attached hereto.

4. Reaffirmation. Except as specifically set forth herein, the Agreement remains in full force and effect, and Grantor hereby ratifies and affirms all terms and conditions in the Agreement.

5. Effectuation. The amendments to the Agreement contemplated by this Amendment shall be deemed effective immediately upon the full execution of this Amendment and without any further action required by the parties hereto. There are no conditions precedent or subsequent to the effectiveness of this Amendment.

6. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same instrument. A facsimile or “.PDF” copy of a signature page hereto shall be deemed an original for all purposes.

[SIGNATURE PAGE FOLLOWS]

(Signature Page to Second Amendment to Notice of Security Interests (ABL) in Trademarks)

IN WITNESS WHEREOF, the Grantor has caused this Amendment to be duly executed as of the date first above written.

GRANTOR:

JPW INDUSTRIES INC.

By: 

Name: Noah J. Leichtling

Title: VP, Secretary and General Counsel

Schedule I
Notice of Security Interests (ABL) in Trademarks

U.S. Trademark Registrations and Applications Owned by JPW Industries Inc.

<u>Trademark</u>	<u>Owner</u>	<u>Country</u>	<u>Status in Trademark Office</u>	<u>Federal Reg. or App. No.</u>	<u>Registration Date</u>
RMD RUSCH MACHINE & DESIGN, INC.	JPW Industries Inc. ("JPW")	US	Registered	6,056,407	19-May-2020
COLD FRONT	JPW	US	Registered	6,624,817	25-Jan-2022
TRADEMASTER	JPW	US	Registered	6,522,365	12-Oct-2021
BAILEIGH INDUSTRIAL	JPW	US	Registered	7,171,271	19-Sep-2023
E EDWARDS	JPW	US	Pending	97/826,161	7-Mar-2023
EDWARDS	JPW	US	Pending	97/826,190	7-Mar-2023