

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI48091

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Greenfield Industries, Inc.		02/23/2024	Corporation: SOUTH CAROLINA
RECEIVING PARTY DATA			
Company Name:	Antares Capital LP, as administrative agent		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 24			
Property Type	Number	Word Mark	
Serial Number:	88042702	C	
Serial Number:	88042705	CLEVELAND	
Serial Number:	87547331	C-L	
Serial Number:	85026437	CLE-FORCE	
Serial Number:	77465619	JIFFY	
Serial Number:	76373665	STABILIZER	
Serial Number:	74468445		
Serial Number:	74397513	GREENFIELD INDUSTRIES	
Serial Number:	74318923	GREENFIELD	
Serial Number:	73168670	CLE-LINE	
Serial Number:	73168671	CLE-LINE	
Serial Number:	73042534	C	
Serial Number:	73001358	C	
Serial Number:	72323678	CLEVELAND	
Serial Number:	72288002	CLEVELAND	
Serial Number:	72259717	C	
Serial Number:	72250194	PUTNAM	
Serial Number:	72138825	CHICAGO-LATROBE	
Serial Number:	72093905	CLE-FORGE	
		TRADEMARK	

CH \$615.00.00 88042702

Property Type	Number	Word Mark
Serial Number:	72037617	VTD
Serial Number:	71662098	GREENFIELD
Serial Number:	71421126	C
Serial Number:	71421127	
Serial Number:	71360752	MO-MAX

CORRESPONDENCE DATA

Fax Number: 3129021061

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: 3125778438

Email: raquel.haleem@katten.com

Correspondent Name: Raquel Haleem c/o Katten Muchin

Address Line 1: 525 West Monroe Street

Address Line 4: Chicago, ILLINOIS 60661

NAME OF SUBMITTER:	Raquel Haleem
SIGNATURE:	Raquel Haleem
DATE SIGNED:	02/23/2024

Total Attachments: 7

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FIRST LIEN TRADEMARK SECURITY AGREEMENT

THIS FIRST LIEN TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of February 23, 2024, is made by each of the entities listed on the signature pages hereof (each, a “Grantor” and collectively, the “Grantors”), in favor of Antares Capital LP (“Antares Capital”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Lenders and the L/C Issuers (each as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the First Lien Credit Agreement, dated as of September 20, 2018 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among 10945048 Canada Inc., a corporation incorporated under the laws of Canada (the “Lead Borrower”), WST USA Holdco Inc., a Delaware corporation (the “U.S. Borrower” and together with the Lead Borrower, the “Borrowers”), the other Persons party thereto that are designated as a “Credit Party”, Antares Capital, as the Administrative Agent for the several financial institutions from time to time party thereto (each, a “Lender” and collectively, the “Lenders”), the Lenders 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 (other than the U.S. Borrower) has agreed, pursuant to the First Lien Guaranty and Security Agreement, dated as of September 20, 2018, (as 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 guarantee the Obligations (as defined in the Credit Agreement) of the Borrowers; and

WHEREAS, all of the Grantors are party to the First Lien Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders 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 and pledges to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for, the benefit of the Secured Parties, a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

(a) all of its United States Trademarks and Canada Trademarks (other than Trademarks that constitute Excluded Property), 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, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees 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. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This 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.

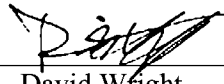
Section 6. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

Section 7. Loan Documents. This Agreement constitutes a "Loan Document" under and as defined in the First Lien 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 Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GREENFIELD INDUSTRIES, INC.,
a South Carolina corporation,
as Grantor

By: 
Name: David Wfight
Title: Chief Financial Officer

ACCEPTED AND AGREED
as of the date first above written:



ANTARES CAPITAL LP
as Administrative Agent






By: 
Name: Kevin Mihelic
Title: Duly Authorized Signatory






SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Mark	Jurisdiction	Serial No./ Filing Date	Registration No./ Registration Date	Status	Current Owner of Record
C 	USA	88042702 18-JUL-2018	5888240 22-OCT-2019	Registered	Greenfield Industries, Inc.
CLEVELAND	USA	88042705 18-JUL-2018	5785438 25-JUN-2019	Registered	Greenfield Industries, Inc.
C-L	USA	87547331 28-JUL-2017	5407176 20-FEB-2018	Registered	Greenfield Industries, Inc.
CLE-FORCE	USA	85026437 29-APR-2010	4013406 16-AUG-2011	Registered/Renewed	Greenfield Industries, Inc.
JIFFY	USA	77465619 05-MAY-2008	3582622 03-MAR-2009	Registered/Renewed	Greenfield Industries, Inc.
STABILIZER	USA	76373665 21-FEB-2002	2621360 17-SEP-2002	Registered/Renewed	Greenfield Industries, Inc.
Design Only 	USA	74468445 10-DEC-1993	1860852 01-NOV-1994	Registered/Renewed	Greenfield Industries, Inc.
GREENFIELD INDUSTRIES 	USA	74397513 03-JUN-1993	1926171 10-OCT-1995	Registered/Renewed	Greenfield Industries, Inc.
GREENFIELD 	USA	74318923 30-SEP-1992	1792361 14-SEP-1993	Registered/Renewed	Greenfield Industries, Inc.
CLE-LINE	USA	73168670 01-MAY-1978	1107826 05-DEC-1978	Registered/Renewed	Greenfield Industries, Inc.
CLE-LINE	USA	73168671 01-MAY-1978	1107816 05-DEC-1978	Registered/Renewed	Greenfield Industries, Inc.

Mark	Jurisdiction	Serial No./ Filing Date	Registration No./ Registration Date	Status	Current Owner of Record
C 	USA	73042534 24-JAN-1975	1025110 18-NOV-1975	Registered/Renewed	Greenfield Industries, Inc.
C 	USA	73001358 19-SEP-1973	0992241 03-SEP-1974	Registered/Renewed	Greenfield Industries, Inc.
CLEVELAND	USA	72323678 04-APR-1969	0885005 27-JAN-1970	Registered/Renewed	Greenfield Industries, Inc.
CLEVELAND	USA	72288002 03-JAN-1968	0865290 25-FEB-1969	Registered/Renewed	Greenfield Industries, Inc.
C	USA	72259717 30-NOV-1966	0844042 13-FEB-1968	Registered/Renewed	Greenfield Industries, Inc.
PUTNAM	USA	72250194 13-JUL-1966	0836261 03-OCT-1967	Registered/Renewed	Greenfield Industries, Inc.
CHICAGO- LATROBE	USA	72138825 28-FEB-1962	0750105 28-MAY-1963	Registered/Renewed	Greenfield Industries, Inc.
CLE-FORGE	USA	72093905 29-MAR-1960	0707179 15-NOV-1960	Registered/Renewed	Greenfield Industries, Inc.
VTD 	USA	72037617 23-SEP-1957	0667994 07-OCT-1958	Registered/Renewed	Greenfield Industries, Inc.
GREENFIELD	USA	71662098 05-MAR-1954	0635332 02-OCT-1956	Registered/Renewed	Greenfield Industries, Inc.
C 	USA	71421126 30-JUN-1939	0373888 26-DEC-1939	Registered/Renewed	Greenfield Industries, Inc.
Design Only 	USA	71421127 30-JUN-1939	0373889 26-DEC-1939	Registered/Renewed	Greenfield Industries, Inc.
MO-MAX MO-MAX	USA	71360752 28-JAN-1935	0325757 02-JUL-1935	Registered/Renewed	Greenfield Industries, Inc.
C-L	Canada	1345221 26-APR-2007	TMA718293 10-JUL-2008	Registered/Renewed	Greenfield Industries, Inc.

Mark	Jurisdiction	Serial No./ Filing Date	Registration No./ Registration Date	Status	Current Owner of Record
GREENFIELD INDUSTRIES & DESIGN 	Canada	796149 24-OCT-1995	TMA478719 18-JUL-1997	Registered/Renewed	Greenfield Industries, Inc.
RING DESIGN 	Canada	302780 16-FEB-1967	TMA158133 06-SEP-1968	Registered/Renewed	Greenfield Industries, Inc.
MO-MAX	Canada	166699 12-AUG-1935	UCA5528 12-AUG-1935	Registered/Renewed	Greenfield Industries, Inc.
THE LETTER C & DESIGN 	Canada	159758 22-SEP-1932	TMDA56559 20-FEB-1933	Registered/Renewed	Greenfield Industries, Inc.
GREENFIELD DESIGN 	Canada	158008 02-AUG-1932	TMDA57312 09-NOV-1933	Registered/Renewed	Greenfield Industries, Inc.
DEVICE DESIGN 	Canada	96578	TMDA25012 23-AUG-1919	Registered/Renewed	Greenfield Industries, Inc.

2. TRADEMARK APPLICATIONS

None.