

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM392670

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Carlson Systems Holdings, Inc.		07/26/2016	Corporation: DELAWARE
Carlson Systems, LLC		07/26/2016	Limited Liability Company: NEBRASKA
Interchange Brands, LLC		07/26/2016	Limited Liability Company: NEBRASKA
Kentec, Inc.		07/26/2016	Corporation: GEORGIA
Southern Fastening Systems, LLC		07/26/2016	Limited Liability Company: DELAWARE
Nailzone, LLC		07/26/2016	Limited Liability Company: DELAWARE
Fastener Holdings, Inc.		07/26/2016	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Cortland Capital Market Services LLC
Street Address:	225 West Washington Street
Internal Address:	21st Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 30

Property Type	Number	Word Mark
Registration Number:	2537667	CARLSON SYSTEMS
Registration Number:	3717412	CARLSON SYSTEMS ENGINEERING
Registration Number:	4915006	CHALLENGER
Registration Number:	4952413	CHALLENGER
Serial Number:	86631011	CHALLENGER
Registration Number:	3659669	PIONEER
Registration Number:	3659670	PIONEER
Registration Number:	4392844	PROP-LOCK
Registration Number:	4392843	PROP-LOCK

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	86974285	STEROID
Serial Number:	86957947	STRETCHBELT
Registration Number:	1412019	WEGOMA
Registration Number:	1372130	INTERCHANGE BRANDS LLC
Registration Number:	3810751	INTERCHANGE BRANDS, LLC
Registration Number:	3827389	INTERCHANGE BRANDS, LLC
Registration Number:	3813854	INTERCHANGE BRANDS, LLC
Registration Number:	3954162	INTERCHANGE BRANDS, LLC
Registration Number:	3609493	INTERCHANGE BRANDS, LLC
Registration Number:	3551124	INTERCHANGE BRANDS, LLC
Registration Number:	3551123	INTERCHANGE BRANDS, LLC
Serial Number:	86172168	REDLOCK
Registration Number:	4642579	STRAPLOCK
Registration Number:	1378620	KENTEC
Registration Number:	2631162	PREMIER FASTENERS
Registration Number:	2774558	NAILZONE
Registration Number:	4382892	PREMIER FASTENERS
Serial Number:	86753926	SOUTHERNCARLSON
Serial Number:	86957911	SOUTHERNCARLSON
Serial Number:	86957806	OUR PROMISE MEANS MORE!
Serial Number:	86754043	OUR PROMISE MEANS MORE!

CORRESPONDENCE DATA

Fax Number: 6172359493

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: 617-951-7000

Email: trademarks@ropesgray.com

Correspondent Name: Erin Daley, Ropes & Gray LLP

Address Line 1: 800 Boylston Street

Address Line 2: Prudential Tower

Address Line 4: Boston, MASSACHUSETTS 02199-3600

ATTORNEY DOCKET NUMBER: 111591-0043

NAME OF SUBMITTER: Erin Daley

SIGNATURE: /Erin Daley/

DATE SIGNED: 07/26/2016

Total Attachments: 8

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NOTICE AND CONFIRMATION OF GRANT OF
SECURITY INTEREST IN TRADEMARKS

NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the “Agreement”), dated as of July 26, 2016, made by Carlson Systems Holdings, Inc., a Delaware corporation, Carlson Systems, LLC, a Nebraska limited liability company, Interchange Brands, LLC, a Nebraska limited liability company, Kentec, Inc. a Georgia corporation, Southern Fastening Systems, LLC, a Delaware limited liability company, Nailzone, LLC, a Delaware limited liability company and Fastener Holdings, Inc., a Delaware corporation, each having a principal place of business at 10840 Harney Street, Omaha, NE 68154 (each a “Grantor” and collectively, the “Grantors”), in favor of CORTLAND CAPITAL MARKET SERVICES LLC, having a principal place of business at 225 West Washington Street, 21st Floor Chicago, IL 60606, as collateral agent for the Secured Parties (in such capacity, the “Collateral Agent”). Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement (as defined below), as applicable.

WHEREAS, pursuant to that certain Credit Agreement, dated as of the date hereof (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Fastener Acquisition, Inc., a Delaware corporation (the “Parent Borrower”), the Subsidiary Borrowers from time to time party thereto (together with the Parent Borrower, the “Borrowers”), the Collateral Agent, Cortland Capital Market Services LLC, as administrative agent for the banks and other financial institutions from time to time parties thereto (collectively, the “Lenders”), and the Lenders, the Lenders have severally agreed to make Loans and other extensions of credit (collectively, the “Loans”) to the Borrowers upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Grantors, the Parent Borrower, Fastener Midco, Inc. and certain Subsidiaries of the Parent Borrower have executed and delivered a Guarantee and Collateral Agreement, dated as of the date hereof (as amended, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”), in favor of the Collateral Agent; and

WHEREAS, pursuant to the Guarantee and Collateral Agreement, each Grantor granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of its Intellectual Property, including the Trademarks; and

WHEREAS, each Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make the Loans and other financial accommodations to the Borrowers pursuant to the Credit Agreement, each Grantor agrees, for the benefit of the Secured Parties, as follows:

SECTION 1. Confirmation of Grant of Security Interest. Each Grantor hereby confirms that, subject to existing licenses to use the Trademarks granted by the Grantor in the ordinary course of its business, pursuant to the Guarantee and Collateral Agreement it granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of the Trademarks of such Grantor (including, without limitation, those items listed opposite such Grantor's name on Schedule I hereto) and to the extent not otherwise included, all Proceeds and products of any and all of the Trademarks, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations of the Borrowers, except that no security interest is or will be granted pursuant hereto in any right, title or interest of such Grantor under or in any Trademark License for so long as, and to the extent that, the granting of such a security interest pursuant hereto would result in a breach, default or termination of such Trademark License.

SECTION 2. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the Guarantee and Collateral Agreement. The Guarantee and Collateral Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 3. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademarks are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of a conflict between this Agreement and the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall prevail.

SECTION 4. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same instrument.

* * *

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year


CARLSON SYSTEMS, LLC

By: 
Name: James E. Whitley
Title: President


CARLSON SYSTEMS HOLDINGS, INC.

By: 
Name: James E. Whitley
Title: President

FASTENER HOLDINGS, INC.

By: 
Name: James E. Whitley
Title: President


INTERCHANGE BRANDS, LLC

By: 
Name: James E. Whitley
Title: President

KENTEC, INC.

By: 
Name: James E. Whitley
Title: President

SOUTHERN FASTENING SYSTEMS, LLC


By: 
Name: James E. Whitley
Title: President and Chief Executive Officer

[Signature Page to Notice and Confirmation of Grant of Security Interest in Trademarks]

TRADEMARK
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NAILZONE, LLC


By:


Name: James E. Whitley
Title: President and Chief Executive Officer

[Signature Page to Notice and Confirmation of Grant of Security Interest in Trademarks]

TRADEMARK
REEL: 005840 FRAME: 0782

CORTLAND CAPITAL MARKET
SERVICES LLC,
as Collateral Agent

By: 
Name: Emily Ergang Pappas
Title: Associate Counsel

SCHEDULE I

TRADEMARK REGISTRATIONS AND APPLICATIONS

Owner	Mark	Serial Number	Registration Number
Carlson Systems, Holdings, Inc.	CARLSON SYSTEMS	75/866325	2537667
Carlson Systems, Holdings, Inc.	CARLSON SYSTEMS ENGINEERING	77/471814	3717412
Carlson Systems Holdings, Inc.	CHALLENGER	86/496295	4915006
Carlson Systems Holdings, Inc.	CHALLENGER	86/496305	4952413
Carlson Systems Holdings, Inc.	CHALLENGER	86/631011	
Carlson Systems, LLC	PIONEER	76/657519	3659669
Carlson Systems, LLC	PIONEER	76/657520	3659670
Carlson Systems Holdings, Inc.	PROP-LOCK and Design	85/384812	4392844
Carlson Systems Holdings, Inc.	PROP-LOCK	85/384743	4392843
Carlson Systems Holdings, Inc.	STEROID	86/974285	
Carlson Systems Holdings, Inc.	STRETCHBELT	86/957947	
Carlson Holdings, Inc.	WEGOMA	73/524364	1412019
Interchange Brands, LLC	INTERCHANGE BRANDS, LLC and Design	73/527596	1372130
	<i>Disclaimer: "Brands" and "LLC"</i>		
Interchange Brands, LLC	INTERCHANGE BRANDS, LLC and Design	77/871827	3810751

	<i>Disclaimer: "Brands, LLC"</i>		
Interchange Brands, LLC	INTERCHANGE BRANDS, LLC and Design	77/871862	3827389
	<i>Disclaimer: "Brands, LLC"</i>		
Interchange Brands, LLC	INTERCHANGE BRANDS, LLC and Design	77/871885	3813854
	<i>Disclaimer: "Brands, LLC"</i>		
Interchange Brands, LLC	INTERCHANGE BRANDS, LLC and Design	85/112424	3954162
	<i>Disclaimer: "Brands, LLC"</i>		
Interchange Brands, LLC	INTERCHANGE BRANDS, LLC and Design	77/257797	3609493
	<i>Disclaimer: "Brands" and "LLC"</i>		
Interchange Brands, LLC	INTERCHANGE BRANDS, LLC and Design	77/257739	3551124

	<i>Disclaimer: "Brands" and "LLC"</i>		
Interchange Brands, LLC	INTERCHANGE BRANDS, LLC and Design	77/257727	3551123
	<i>Disclaimer: "Brands" or "LLC"</i>		
Interchange Brands, LLC	REDLOCK	86/172168	
Interchange Brands, LLC	STRAPLOCK	86/172193	4642579
Kentec, Inc.	KENTEC	73/544015	1378620
Southern Fastening Systems, LLC	PREMIER FASTENERS	76/299534	2631162
Nailzone, LLC	NAILZONE	76/299535	2774558
Southern Fastening Systems, LLC	PREMIER FASTENERS and Design	85/748864	4382892
Fastener Holdings, Inc.	SOUTHERNCARLSON	86/753926	
Fastener Holdings, Inc.	SOUTHERNCARLSON	86/957911	
Fastener Holdings, Inc.	OUR PROMISE MEANS MORE!	86/957806	
Fastener Holdings, Inc.	OUR PROMISE MEANS MORE!	86/754043	