

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM593945

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Stewart-MacDonald Manufacturing Company		08/14/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Champlain Capital Partners III, L.P.		
Street Address:	c/o Champlain Capital Management, LLC		
Internal Address:	1 Post Street, Suite 925		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94104		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	1141287	5	
Registration Number:	3187097	COLORTONE	
Serial Number:	86327984	FRET KISSER	
Registration Number:	3187096	GOLDEN AGE	
Registration Number:	3622537	GOLDEN AGE	
Registration Number:	3193075	HOT ROD	
Registration Number:	3457670	STEWMAC	
Registration Number:	4946674	STEWMAC	
Registration Number:	3897232	TRADE SECRETS	
Registration Number:	4635872	WAVERLY	
Registration Number:	1124472	WAVERLY	
Registration Number:	5110234	ZFILE	
CORRESPONDENCE DATA			
Fax Number:	2156894688		
<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:	2159814194		
Email:	paul.kennedy@troutman.com, theresa.catalano@troutman.com,		
TRADEMARK			

CH \$315.00 1141287

Correspondent Name: michael.tier@troutman.com
Address Line 1: Paul J. Kennedy
Address Line 4: 3000 Two Logan Square
Philadelphia, PENNSYLVANIA 19103-2799

ATTORNEY DOCKET NUMBER: 138846.41-Champlain

NAME OF SUBMITTER: Paul J. Kennedy

SIGNATURE: /Paul J. Kennedy/

DATE SIGNED: 08/25/2020

Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of August 14, 2020, is made by the entity listed on the signature page hereof (the “Grantor”), in favor of Champlain Capital Partners III, L.P., as Collateral Agent (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”), for the Purchasers.

WITNESSETH:

WHEREAS, SMMC Holdings, Inc., a Delaware corporation (“Holdings”), StewMac Acquisition, Inc., a Delaware corporation (together with its successors and assigns, “Acquiror”; together with Holdings, the “Companies” and individually each a “Company”) and the Purchasers from time to time party thereto, have entered into a Note Purchase Agreement, dated as of August 14, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Note Purchase Agreement”); and

WHEREAS, the Grantor is party to a Guaranty and Security Agreement dated as of August 14, 2020 in favor of the Collateral Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Purchasers to enter into the Note Purchase Agreement and to induce the Purchasers to purchase the Notes from Acquiror thereunder, the Grantor hereby agrees with the Collateral 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. The 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 the Grantor, hereby mortgages and pledges to the Collateral Agent for the benefit of the Purchasers, and grants to the Collateral Agent for the benefit of the Purchasers a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the “Trademark Collateral”):

1. all of its Trademarks and all Trademark Licenses providing for the grant by or to the Grantor of any right under any Trademark, including those referred to on Schedule 1 hereto;
2. all renewals and extensions of the foregoing;
3. all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

4. all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including 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. Notwithstanding the foregoing, there shall be no security interest or Lien on any Trademark application that is filed on an "intent-to-use" basis (until such time as a statement of use is filed with respect to such application and duly accepted by the United States Patent and Trademark Office).

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral 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. In the event that any provision of this Trademark Security Agreement conflicts with any provision of the Guaranty and Security Agreement, the Guaranty and Security Agreement shall govern.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the 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.

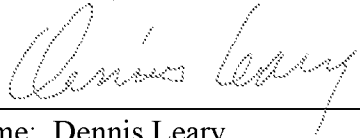
Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security 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 without reference to conflicts of law provisions (other than Section 5-1401 of the New York General Obligations Law). In addition, the provisions of Section 8.6, 8.7, 8.8 and 8.12 of the Guaranty and Security Agreement are incorporated herein by reference, *mutatis mutandis*.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

STEWART-MACDONALD MANUFACTURING
COMPANY, as Grantor

By:  _____

Name: Dennis Leary

Title: Vice President, Treasurer and Secretary

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

1. REGISTERED TRADEMARKS

1. 5/Star design – Registration Number 1141287
2. Colortone – Registration Number 3187097
3. Fret Kisser – Application Number 86/327984
4. Golden Age – Registration Number 3187096
5. Golden Age – Registration Number 3622537
6. Hot Rod - Registration Number 3193075
7. Stewmac - Registration Number 3457670
8. Stewmac – Application Number 86/147118
9. Trade Secrets – Registration Number 3897232
10. Waverly – Registration Number 4635872
11. Waverly (Stylized) – Registration Number 1124472
12. Z File – Application Number 86/354962

2. TRADEMARK APPLICATIONS

None.

3. TRADEMARK LICENSES

None.