

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM389969

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Parkline, Inc.		07/01/2016	Corporation: WEST VIRGINIA
Parkline Field Services, LLC		07/01/2016	Limited Liability Company: WEST VIRGINIA
Parkline Parent Company, Inc.		07/01/2016	Corporation: DELAWARE
Parkline Holdings, LLC		07/01/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Byline Bank		
Street Address:	180 North LaSalle Street, Suite 300		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60601		
Entity Type:	Chartered Bank: ILLINOIS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	86594586	B I	
Serial Number:	86594588	B I BEBCO INDUSTRIES INDUSTRIAL HOUSING&	
Registration Number:	1898566	P	
CORRESPONDENCE DATA			
Fax Number:	8883259172		
<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:	617-239-0567		
Email:	carla.hines@lockelord.com		
Correspondent Name:	Carla Hines		
Address Line 1:	111 Huntington Avenue		
Address Line 2:	Locke Lord LLP		
Address Line 4:	Boston, MASSACHUSETTS 02199		
NAME OF SUBMITTER:	Carla Hines		
SIGNATURE:	/s/ Carla Hines		

CH \$90.00 86594586

DATE SIGNED:	07/01/2016
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) is made as of July 1, 2016, by **PARKLINE, INC.**, a West Virginia corporation (“**Parkline**”), **PARKLINE FIELD SERVICES, LLC**, a West Virginia limited liability company (“**Parkline Services**” and together with Parkline, the “**Borrowers**,” and each individually, a “**Borrower**”), **PARKLINE PARENT COMPANY, INC.**, a Delaware corporation (“**Intermediate Holdings**”), **PARKLINE HOLDINGS, LLC**, a Delaware limited liability company (“**Parent**,” and together with Intermediate Holdings and the Borrowers, the “**Grantors**,” and each, individually, a “**Grantor**”), in favor of **BYLINE BANK**, an Illinois banking corporation and the administrative agent and collateral agent for the Lenders (the “**Agent**”) under that certain Revolving Credit and Term Loan Agreement, dated as of the date hereof, among the Borrowers, Intermediate Holdings, Parent, the Lenders party thereto, and the Agent (as amended, amended and restated, supplemented, or otherwise modified from time to time, the “**Credit Agreement**”).

WHEREAS, pursuant to the Credit Agreement, the Lenders have agreed to establish a revolving credit facility and to extend term loans to the Borrowers.

WHEREAS, each Grantor has executed and delivered to Agent that certain Security Agreement of even date herewith, among Borrowers, Intermediate Holdings, Parent, and Agent (as amended, amended and restated, supplemented, or otherwise modified from time to time, the “**Security Agreement**”).

WHEREAS, each Grantor has agreed to enter into this Agreement in furtherance of the rights granted to the Lender under the Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION 1. Defined Terms. Except as otherwise expressly defined herein, all capitalized terms used in this Agreement shall have the meanings ascribed to them in the Security Agreement and, if not defined therein, in the Credit Agreement. Any term used in the UCC and not defined in this Agreement, the Security Agreement, or the Credit Agreement shall have the meaning given to such term in the UCC.

SECTION 2. Security Interest. As security for the Obligations, each Grantor hereby grants to the Agent (for the benefit of the Lenders) a continuing first priority security interest in and to and a lien on all of such Grantor’s right, title, and interest, whether now existing or hereafter arising or acquired, in and to its Trademarks, including but not limited to the Trademarks listed on Exhibit A attached hereto (the “**Collateral**”). Each Grantor hereby requests that the U.S. Commissioner of Patents and Trademarks record this Agreement with respect to the U.S. Trademarks listed on Exhibit A attached hereto.

SECTION 3. **Incorporation by Reference**. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

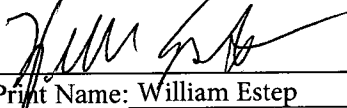
SECTION 4. **Counterparts**. This Agreement may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

[Remainder of page left intentionally blank.]

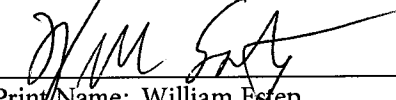
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their duly authorized officers as of the date first above written.

Grantors:

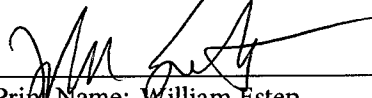
PARKLINE, INC.

By: 
Print Name: William Estep
Title: President and Chief Executive Officer

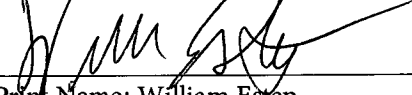
PARKLINE/FIELD SERVICES, LLC

By: 
Print Name: William Estep
Title: President and Chief Executive Officer

PARKLINE PARENT COMPANY, INC.

By: 
Print Name: William Estep
Title: President and Chief Executive Officer

PARKLINE HOLDINGS, LLC

By: 
Print Name: William Estep
Title: President and Chief Executive Officer

(Signature Page to Trademark Security Agreement)

TRADEMARK
REEL: 005825 FRAME: 0411

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their duly authorized officers as of the date first above written.

Accepted:

BYLINE BANK, as Agent

By: _____

Print Name: Dan Delgadillo

Title: Vice President

EXHIBIT A

I. Trademark and Service Mark Registrations and Applications:

<u>Grantor</u>	<u>Country</u>	<u>Mark</u>	<u>Application/ Registration No.</u>	<u>Application/ Registration Date</u>
Parkline, Inc.	USA	P and Design	1898566	06/13/1995

II. Trade Names

III. Common Law Trademarks

IV. Trademarks Not Currently in Use

V. Trademark Licenses

<u>Grantor</u>	<u>Country</u>	<u>Mark</u>	<u>Application/ Registration No.</u>	<u>Application/ Registration Date</u>
Parkline, Inc.	USA	BI Logo	86/594586	04/11/2015
Parkline, Inc.	USA	BI BEBCO INDUSTRIES INDUSTRIAL HOUSING & ACCESS SOLUTIONS & Stylized Design	86/594588	04/11/2015