

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM409926

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Fabri-Form Company		12/22/2016	Corporation: OHIO
Penda Corporation		12/22/2016	Corporation: DELAWARE
TriEnda Holdings, L.L.C.		12/22/2016	Limited Liability Company: OKLAHOMA
Durakon Industries, Inc.		12/22/2016	Corporation: MICHIGAN
The Pendaform Company		12/22/2016	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	White Oak Global Advisors, LLC
Street Address:	3 Embarcadero Center, Suite 550
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94111
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 30

Property Type	Number	Word Mark
Registration Number:	1433917	BIG PAK
Serial Number:	74662846	EVER-LOK
Serial Number:	74498632	T TRIENDA
Serial Number:	74497140	TRIENDA
Serial Number:	74647651	DC
Serial Number:	74498738	T TRIENDA
Serial Number:	74498733	TRIENDA
Serial Number:	75721905	CARGOPRO
Serial Number:	78595417	
Serial Number:	74067652	
Serial Number:	86758722	DROP YOUR GATE AND PONG
Serial Number:	78639316	DURAKON
Serial Number:	73325902	DURALINER
Serial Number:	75185647	DURASPORT
Serial Number:	75254127	FABRI-FORM

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	71551376	FF
Serial Number:	78595396	FINALLY, SMARTER SOLUTIONS IN WATER MANA
Serial Number:	74137621	HIDE A HOOK
Serial Number:	77606650	LEAN TO GREEN
Serial Number:	85248621	MEGADITCH
Serial Number:	74506848	PENDA
Serial Number:	86085398	PENDAFORM
Serial Number:	86085709	PENDAFORM
Serial Number:	73477635	PENDALINER
Serial Number:	86758729	PONG
Serial Number:	85631893	SITESAVER
Serial Number:	78554557	SMARTDITCH
Serial Number:	75357032	SOLUTION PALLET
Serial Number:	77827966	STACKERBOARD
Serial Number:	86425989	TAILGATE PONG

CORRESPONDENCE DATA

Fax Number: 2139963305

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: 2136836305

Email: williamwolff@paulhastings.com

Correspondent Name: William Wolff

Address Line 1: 515 South Flower Street, 25th Floor

Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	92928-00012
NAME OF SUBMITTER:	William Wolff
SIGNATURE:	/William Wolff/
DATE SIGNED:	12/22/2016

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 22nd day of December, 2016, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WHITE OAK GLOBAL ADVISORS, LLC, a Delaware limited liability company ("White Oak"), in its capacity as administrative agent for each of the Lending Parties (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Loan Agreement dated as of December 22, 2016 (as amended, restated, supplemented, or otherwise modified from time to time, the "Loan Agreement" by and among TRIENDA HOLDINGS, L.L.C., an Oklahoma limited liability company ("TriEnda"), PENDA ACQUISITION CORP., a Delaware corporation ("Merger Sub"), and upon the consummation of the Merger (as defined in the Loan Agreement), THE PENDAFORM COMPANY, a Delaware corporation, as the successor entity ("Pendaform"; TriEnda and Pendaform are referred to hereinafter each individually, as a "Borrower", and individually and collectively, jointly and severally, as the "Borrowers"), KRUGER BROWN HOLDINGS, LLC, an Oklahoma limited liability company ("Parent"), the lenders party thereto as "Lenders" (each of such Lenders, together with its successors and assigns, is referred to hereinafter as a "Lender"), and Agent, the Lending Parties have agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the Lending Parties are willing to make the financial accommodations to Borrowers as provided for in the Loan Agreement and the other Loan Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of the Lending Parties, that certain Guaranty and Security Agreement, dated as of December 22, 2016 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lending Parties, this Trademark 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, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Loan Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit of each Lending Party, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other Lending Parties or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lending Parties, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by an electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by an electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

THE FABRI-FORM COMPANY, an Ohio corporation

By: DL Kruger
Name: David Kruger
Title: President

PENDA CORPORATION, a Delaware corporation

By: DL Kruger
Name: David Kruger
Title: President

TRIENDA HOLDINGS, L.L.C., an Oklahoma limited liability company

By: DL Kruger
Name: David Kruger
Title: President

DURAKON INDUSTRIES, INC., a Michigan corporation

By: DL Kruger
Name: David Kruger
Title: President

Title: President

The undersigned hereby confirms that, as a result of its merger with Penda Acquisition Corp., it hereby assumes all of the rights and obligations of Penda Acquisition Corp. under this Trademark Security Agreement (which assumption is in furtherance of, and not in lieu of, its assumption or deemed assumption by operation of law), and hereby agrees to be joined to the Trademark Security Agreement as a Grantor thereunder and that all references to the "Grantor" or "Loan Parties" shall be deemed to be references to the undersigned.




THE PENDAFORM COMPANY, a Delaware corporation

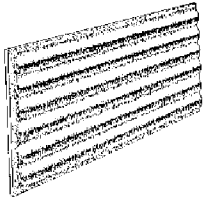



By: DL Kruger
Name: David Kruger
Title: President



[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

Schedule I

U.S. Trademarks and Trademark Intellectual Property Licenses

<u>Trademark</u>	<u>Owner</u>	<u>Application Number / Filing Date</u>	<u>Registration No / Filing Date</u>
BIG PAK	TriEnda Holdings, L.L.C.	73570611 AD: November 27, 1985	1433917 03/24/1987
EVER-LOK	TriEnda Holdings, L.L.C.	74662846 04/19/1995	2029260 01/07/1997
T TRIENDA and Design 	TriEnda Holdings, L.L.C.	74498632 03/04/1994	1932297 10/31/1995
TRIENDA	TriEnda Holdings, L.L.C.	74497140 03/04/1994	1926678 10/10/1995
DC	TriEnda Holdings, L.L.C.	74647651 03/16/1995	1954902 02/06/1996
T TRIENDA and Design 	TriEnda Holdings, L.L.C.	74498738 03/04/1994	1964552 03/26/1996
TRIENDA	TriEnda Holdings, L.L.C.	74498733 03/04/1994	1967292 04/09/1996
CARGOPRO	Durakon Acquisition Corp.	75721905 6/4/1999	2372566 8/1/2000
Rain Drop Design 	Penda Corporation	78595417 3/25/2005	3363215 1/1/2008
Bedliner Design	Penda Corporation	74067652 6/11/1990	1673378 1/28/1992

			
DROP YOUR GATE AND PONG	Penda Corporation	86758722 9/16/2015	5051176 9/7/2016
DURAKON and Design 	Durakon Industries, Inc.	78639316 5/27/2005	3103688 6/13/2006
DURALINER	Durakon Industries, Inc.	73325902 8/31/1981	1201948 7/20/1982
DURASPORT	Durakon Industries, Inc.	75185647 10/22/1996	2158287 5/19/1998
FABRI-FORM	The Fabri-Form Company	75254127 3/10/1997	2153619 4/28/1998
Fabri-Form Design 	The Fabri-Form Company	71551376 3/6/1948	0537898 2/13/1951
FINALLY, SMARTER SOLUTIONS IN WATER MANAGEMENT	Penda Corporation	78595396 3/25/2005	3276742 8/7/2007
HIDE A HOOK	Penda Corporation	74137621 2/8/1991	1713010 9/8/1992
LEAN TO GREEN	The Fabri-Form Company	77606650 11/4/2008	3871000 11/2/2010
MEGADITCH	Penda Corporation	85248621 2/22/2011	4203062 9/4/2012
PENDA	Penda Corporation	74506848 3/28/1994	1885959 3/28/1995
PENDAFORM	The PendaForm Company	86085398 10/8/2013	4748773 6/2/2015
PENDAFORM and Design 	The PendaForm Company	86085709 10/8/2013	4748775 6/2/2015
PENDALINER	Penda	73477635	1319282

	Corporation	4/27/1984	2/12/1985
PENDALINER and Design 	Penda Corporation	73477637 4/27/1984	1325625 3/19/1985
PONG and Design 	Penda Corporation	86758729 9/16/2015	N/A
SITESAVER	Penda Corporation	85631893 5/22/2012	4459769 12/31/2013
SMARTDITCH	Penda Corporation	78554557 1/26/2005	3276549 8/7/2007
SOLUTION PALLET	The Fabri-Form Company	75357032 9/15/1997	2241281 4/20/1999
STACKERBOARD	The Fabri-Form Company	77827966 9/16/2009	3968370 5/31/2011
TAILGATE PONG and Design 	Penda Corporation	86425989 10/16/2014	N/A