

02/27/2017

D 4

Form PTO-1594 (Rev. 12-11)  
OMB Collection 0651-0027 (exp. 04/30/2015)



IF COMMERCE  
Trademark Office

RECORDATION FORM  
TRADEMARK

103676803

2/22/17

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Material Motion, Inc.

- Individual(s)
- Partnership
- Corporation- State: Georgia
- Other \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) Georgia

Additional names of conveying parties attached?  Yes  No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: SunTrust Bank, Attn: J.C. Boyanton, 1st Vice Pres

Street Address: 1155 Peachtree Street, 8th Floor

City: Atlanta

State: GA

Country: USA Zip: 30329

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship \_\_\_\_\_
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other Chartered Bank Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) February 17, 2017

- Assignment
- Security Agreement
- Merger
- Change of Name
- Other \_\_\_\_\_

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

see SCHEDULE I

B. Trademark Registration No.(s)

see SCHEDULE I

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

see SCHEDULE I

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Nick Passarello

Internal Address: Anall Golden Gregory LLP

Street Address: 171 17th Street, NW  
Suite 2100

City: Atlanta

State: GA Zip: 30363

Phone Number: 404.873.8568

Docket Number: \_\_\_\_\_

Email Address: nick.passarello@agg.com

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$115.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

02/28/2017 KNGUYEN1 00000013 4867647  
 Deposit Account Number \_\_\_\_\_ 48.00 OP  
 01 FC:8521  
 Authorized User Name \_\_\_\_\_ 75.00 OP

9. Signature:

Mitchell L. Garrett  
Signature

February 21, 2017

Date

Mitchell L. Garrett

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

6


Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK  
REEL: 006005 FRAME: 0651

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

<u>Owner</u>	<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Jurisdiction</u>
Material Motion Inc.		4867647	12/8/2015	USA
Material Motion Inc.	Dump & Stor	4452013	12/17/2013	USA
Material Motion Inc.	DAMBAG	4867648	12/08/2015	USA
Material Motion Inc.	MATERIAL MOTION	3034711	12/27/2005	USA

2. TRADEMARK APPLICATIONS

None

3. TRADEMARK LICENSES

None

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of February 17, 2017, is made by the entity identified on the signature page hereto as Grantor (the "Grantor"), in favor of SunTrust Bank (the "Lender") in connection with the Revolving Credit and Term Loan Agreement, dated as of the date hereof (the "Credit Agreement"), among Material Motion, Inc., a Georgia corporation ("Borrower") and Lender.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, Lender has agreed to make extensions of credit to Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor is party to a Guaranty and Security Agreement dated as of the date hereof in favor of Lender (the "Guaranty and Security Agreement") pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce Lender to enter into the Credit Agreement and to induce Lender to make extensions of credit to Borrower thereunder, Grantor hereby agrees with Lender 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. 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 Grantor, hereby pledges and assigns as security to Lender for the benefit of the Secured Parties, and grants to Lender 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 (the "Trademark Collateral"):

(i) all of its Trademarks and all Trademark Licenses providing for the grant by or to Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(ii) all renewals and extensions of the foregoing;

(iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(iv) 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 Trademark Security Agreement is granted in conjunction with the security interest granted to Lender pursuant to the Guaranty and Security Agreement, and Grantor hereby acknowledges

and agrees that the rights and remedies of Lender 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. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Trademark Licenses 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 Georgia.

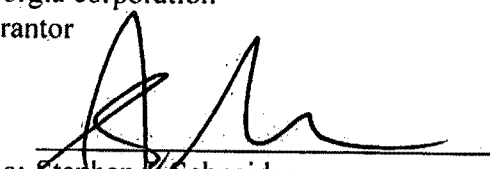
Section 7. Termination. This Trademark Security Agreement and the grant of a security interest in the Trademark Collateral and all of the rights, powers and remedies in connection herewith shall remain in full force and effect until the Secured Obligations have been paid in full and all Commitments have been terminated, whereupon this Trademark Security Agreement and the security interest provided hereunder shall automatically terminate and be of no further force or effect, and Lender shall, at the written request and the expense of Borrower, promptly release, reassign and transfer the Trademark Collateral to Grantor, without recourse, representation, warranty or other assurance of any kind, and declare this Trademark Security Agreement to be of no further force or effect.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, 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.

Very truly yours,

MATERIAL MOTION, INC.  
a Georgia corporation  
as Grantor

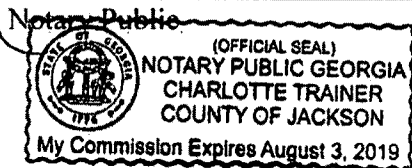
By:   
Name: Stephen V. Schneider  
Its: President

ACKNOWLEDGMENT OF GRANTOR

State of Georgia  
County of Jackson ss.

On this 14<sup>th</sup> day of Feb, 2017 before me personally appeared Stephen J. Schneider, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Material Motion, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.





ACCEPTED AND AGREED  
as of the date first above written:

SUNTRUST BANK

By:   
\_\_\_\_\_

Name: JC Boyanton

Title: First Vice President

Trademark Security Agreement  
10487474

RECORDED: 02/22/2017

TRADEMARK  
REEL: 006005 FRAME: 0656