

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM449934

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Custom Equipment, LLC		10/31/2017	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Northcreek Mezzanine Fund II, L.P.		
Street Address:	312 Walnut St Ste 2310		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45202		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4405885	HY-BRID LIFTS	
CORRESPONDENCE DATA			
Fax Number:	5137620086		
<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:	5139773486		
Email:	abrown@katzteller.com		
Correspondent Name:	Amy Brown		
Address Line 1:	255 E Fifth St Ste 2400		
Address Line 4:	Cincinnati, OHIO 45202		
NAME OF SUBMITTER:	Amy Brown		
SIGNATURE:	/Amy Brown/		
DATE SIGNED:	11/07/2017		
Total Attachments: 8			
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THIS INSTRUMENT AND THE RIGHTS AND OBLIGATIONS EVIDENCED HEREBY ARE SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN SUBORDINATION AND INTERCREDITOR AGREEMENT (THE "SUBORDINATION AGREEMENT") DATED AS OF OCTOBER 31, 2017 AMONG THE FLAGSTAR BANK, FSB (THE "SENIOR LENDER"), NORTHCREEK MEZZANINE FUND II, L.P. (THE "SUBORDINATED LENDER") AND ACKNOWLEDGED BY CEI ACQUISITION GROUP, LLC AND CUSTOM EQUIPMENT, LLC, AS BORROWERS (COLLECTIVELY, THE "BORROWER"), TO THE INDEBTEDNESS OWED BY THE BORROWER TO THE SENIOR LENDER, AND EACH HOLDER OF THIS INSTRUMENT, BY ITS ACCEPTANCE HEREOF, IRREVOCABLY AGREES TO BE BOUND BY THE PROVISIONS OF THE SUBORDINATION AGREEMENT. FOR PURPOSES OF THIS AGREEMENT, SENIOR LENDER SHALL INCLUDE ANY HOLDER OF ANY DEBT WHICH REFINANCES THE SENIOR DEBT HELD BY FLAGSTAR BANK, FSB ON THE EFFECTIVE DATE.

SECURITY AGREEMENT

(Trademark)

THIS SECURITY AGREEMENT (TRADEMARK) (this "Agreement"), dated as of October 31, 2017, between Custom Equipment, LLC, a Wisconsin limited liability company (the "Debtor"), and Northcreek Mezzanine Fund II, L.P. ("Secured Party").

WITNESSETH

A. WHEREAS, pursuant to that certain Securities Purchase Agreement dated as of the date hereof (as amended, restated or otherwise modified from time to time, the "Purchase Agreement") by and among Debtor and CEI Acquisition Group, LLC, a Michigan limited liability company ("Holdings"), as Borrowers, and Secured Party, the Secured Party has agreed, subject to the satisfaction of certain terms and conditions, to make extensions of credit to the Debtor; and

B. WHEREAS, in connection with the Purchase Agreement, the Debtor and Holdings have executed and delivered that certain Security Agreement, dated as of the date hereof, to the Secured Party (as amended or otherwise modified from time to time, the "Security Agreement"); and

C. WHEREAS, as a condition precedent to the making of the extensions of credit under the Purchase Agreement, the Debtor is required to execute and deliver this Agreement and to further confirm the grant to the Secured Party interest in all of the Trademark Collateral (as defined below) to secure all Indebtedness (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, and in order to induce Secured Party to make loans to the Debtor pursuant to the Purchase Agreement, Debtor agrees, for the benefit of the Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment and performance when due of all of the Indebtedness, Debtor does hereby mortgage, pledge and hypothecate to the Secured Party, and grant to the Secured Party a security interest in, all of the following property of such Debtor (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:

(a) all license agreements with any other Person in connection with any of the Trademarks or such other Person's names or trademarks, whether Debtor is a licensor or a licensee under any such license agreement, including, without limitation, the license agreements listed on Schedule 1.1 hereto and made a part hereof, subject, in each case, to the terms of such license agreements, and the right to prepare for sale, and to sell and advertise for sale, all inventory now or hereafter covered by such licenses;

(b) all trademarks, service marks, trade names, trade dress or other indicia of trade origin, trademark and service mark registrations, and applications for trademark or service mark registrations (except for "intent to use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) or 1(d) of said Act has been filed), and any renewals thereof, including, without limitation, each registration and application identified on *Schedule 1.1* attached hereto and made a part hereof, and including without limitation (a) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (b) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all Trademark Licenses entered into in connection therewith, and damages and payments for past or future infringements thereof) and (c) all rights corresponding thereto and all other rights of any kind whatsoever of Debtor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin;

(c) all renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by each of the items described in, clauses (a), (b) and (c); and

(e) all proceeds of, and rights associated with, the foregoing, including any right to sue or claim by the Debtor against third parties for past, present, or future infringement or dilution of any Trademark, Trademark registration, or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Schedule 1.1 attached hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Debtor for the purpose of registering the security interest of the Secured Party in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party under the Security Agreement as security for the discharge and performance of the Indebtedness. The Security Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. The Secured Party shall, upon the written request of the Debtor, execute and deliver to the Debtor a proper instrument or instruments acknowledging the release of the security interest and Liens established hereby on any Trademark Collateral if the sale or other disposition of such Trademark Collateral is permitted under the terms of the Purchase Agreement and the other Note Documents (as defined in the Purchase Agreement) and, at the time of such proposed release, both before and after giving effect thereto, no Default or Event of Default has occurred and is continuing.

SECTION 5. Acknowledgment. The Debtor does hereby further acknowledge and affirms that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Documents, etc. This Agreement is a Note Document executed pursuant to the Purchase Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Purchase Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

[Signature Page Follows]

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 first above written.

DEBTOR:

CUSTOM EQUIPMENT, LLC

By: 

Name: Stephen J. Ellis, Manager

SECURED PARTY:

NORTHCREEK MEZZANINE FUND II, L.P.

By: NMF GP, LLC

Its General Partner

By: Northcreek Management, Inc.
Its Manager

By: _____

Barry Peterson, Vice President

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 first above written.

DEBTOR:

CUSTOM EQUIPMENT, LLC

By: _____
Name: Stephen J. Ellis, Manager

SECURED PARTY:

NORTHCREEK MEZZANINE FUND II, L.P.

By: NMF GP, LLC
Its General Partner

By: Northcreek Management, Inc.
Its Manager

By: _____
Barry Peterson, Vice President

SCHEDULE 1.1

TRADEMARK COLLATERAL

Registered Marks

Trademark	Country	Status	App. No.	Reg. No.	Class
HY-BRID LIFTS	United States	Registered	85757269	4405885	7
HY-BRID LIFTS	Canada	Registered	1621482	885412	N/A
HY-BRID LIFTS	United Kingdom	Registered	2642068	2642068	7
HY-BRID LIFTS	Australia	Registered	1550313	1550313	7
HY-BRID LIFTS	India	Pending	2511636	TBD	7
HY-BRID LIFTS	South Africa	Registered	201310102	201310102	7

Domain Names

GODADDY:

<u>Domain Name</u>	<u>TLD</u>	<u>Expiration Date</u>	<u>Status</u>	<u>Privacy</u>	<u>Locked</u>
HY-BRIDLIFT.CA	.ca	4/8/2018	Active	Public	Locked
HY-BRIDLIFTS.CA	.ca	4/8/2018	Active	Public	Locked
HYBRID-LIFT.CO.UK	.co.uk	3/8/2018	Active	Public	Locked
HYBRID-LIFTS.CO.UK	.co.uk	3/8/2018	Active	Public	Locked
HYBRIDLIFTS.CO.UK	.co.uk	11/26/2018	Active	Public	Locked
CEILIFTS.COM	.com	7/11/2018	Active	Public	Locked
CREMATORYLIFT.COM	.com	3/29/2018	Active	Public	Locked
CREMATORYLIFTS.CO	.com	3/29/2018	Active	Public	Locked
FUNERALLIFT.COM	.com	3/30/2018	Active	Public	Locked
FUNERALLIFTS.COM	.com	3/29/2018	Active	Public	Locked
HY-BRIDAWP.COM	.com	10/30/2018	Active	Public	Locked
HY-BRIDLIFT.COM	.com	7/11/2018	Active	Public	Locked
HYBRIDAWP.COM	.com	10/30/2018	Active	Public	Locked
HYBRIDLIFT.COM	.com	7/5/2019	Active	Public	Locked
HYBRIDLIFTS.COM	.com	7/5/2019	Active	Public	Locked
LIGHTWEIGHTLIFT.CO	.com	7/11/2018	Active	Public	Locked
LIGHTWEIGHTLIFTS.C	.com	1/26/2019	Active	Public	Locked
LOWBOYLIFTS.COM	.com	7/11/2018	Active	Public	Locked

THENEWHYBRID.COM	.com	7/11/2018	Active	Public	Locked
THENEWHYBRIDS.CO	.com	7/11/2018	Active	Public	Locked
WHYHYBRID.COM	.com	6/14/2018	Active	Public	Locked
HY-BRIDLIFT.COM.AU	.com.au	3/30/2018	Active	Public	Locked
HY-	.com.au	3/30/2018	Active	Public	Locked
HYBRID-LIFT.COM.AU	.com.au	3/30/2018	Active	Public	Locked
HYBRID-	.com.au	3/30/2018	Active	Public	Locked
HYBRIDLIFT.COM.AU	.com.au	3/30/2018	Active	Public	Locked
HY-BRIDLIFT.COM.BR	.com.br	3/10/2018	Active	Public	Locked
HY-	.com.br	3/10/2018	Active	Public	Locked
HYBRIDLIFT.COM.BR	.com.br	3/10/2018	Active	Public	Locked
HYBRIDLIFTS.COM.BR	.com.br	3/10/2018	Active	Public	Locked
HY-BRIDLIFT.DE	.de	3/8/2018	Active	Public	Locked
HY-BRIDLIFTS.DE	.de	3/8/2018	Active	Public	Locked
HYBRID-LIFT.DE	.de	3/8/2018	Active	Public	Locked
HYBRID-LIFTS.DE	.de	3/8/2018	Active	Public	Locked
HYBRIDLIFT.DE	.de	3/8/2018	Active	Public	Locked
HYBRIDLIFTS.DE	.de	3/8/2018	Active	Public	Locked
HY-BRIDLIFT.FR	.fr	3/11/2018	Active	Public	Locked
HY-BRIDLIFTS.FR	.fr	3/11/2018	Active	Public	Locked
HYBRID-LIFT.FR	.fr	3/11/2018	Active	Public	Locked
HYBRID-LIFTS.FR	.fr	3/11/2018	Active	Public	Locked
HYBRIDLIFT.FR	.fr	3/11/2018	Active	Public	Locked
HYBRIDLIFTS.FR	.fr	3/11/2018	Active	Public	Locked
HY-BRIDLIFT.INFO	.info	3/8/2018	Active	Public	Locked

MIDPHASE/ENOM:

<u>Domain Name</u>	<u>Expires</u>
CUSTOMEQUIPMENTLIFTS.CO	11/8/2017

DEMYS LIMITED:

<u>Domain Name</u>	<u>Expires</u>
hybridlift.co.uk	11/30/2017
hy-bridlift.co.uk	11/30/2017
hy-bridlifts.co.uk	11/30/2017

NETWORK SOLUTIONS:

<u>Domain Name</u>	<u>Expires</u>
hy-bridlift.eu	3/14/2018
hy-bridlifts.eu	3/14/2018

Unregistered Marks

HY-BRID LIFTSTM
BY CUSTOM EQUIPMENT INC

HY-BRID LIFTSTM
BY CUSTOM EQUIPMENT INC

HY-BRID LIFTSTM
BY CUSTOM EQUIPMENT INC

Software

Software licensed to Custom Equipment, LLC:

1. Adobe Creative Cloud
2. ZOHO
3. CMD
4. Solidworks
5. Solidworks PDM Professional
6. DBA/EVO
7. Unitrends Appliance
8. Carbonite backup

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