

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM466516

| | | | |
|---|---|-----------------------|--------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| PARAGON DEVELOPMENT SYSTEMS, INC. | | 03/09/2018 | Corporation: WISCONSIN |
| WORKS COMPUTING, LLC | | 03/09/2018 | Limited Liability Company: MINNESOTA |
| PDS HOLDING COMPANY | | 03/09/2018 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | THE HUNTINGTON NATIONAL BANK | | |
| Street Address: | 555 East Wells Street | | |
| Internal Address: | Suite 1510 | | |
| City: | Milwaukee | | |
| State/Country: | WISCONSIN | | |
| Postal Code: | 53202 | | |
| Entity Type: | National Banking Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2839206 | RACK-N-ROLL | |
| Serial Number: | 87467831 | NIVIDIEN | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| <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: | 414-298-8185 | | |
| Email: | tmadmin@reinhardtllaw.com | | |
| Correspondent Name: | Daniel E. Kattman | | |
| Address Line 1: | 1000 N Water St. | | |
| Address Line 4: | Milwaukee, WISCONSIN 53202 | | |
| ATTORNEY DOCKET NUMBER: | 034850-0003 | | |
| NAME OF SUBMITTER: | Daniel E. Kattman | | |
| SIGNATURE: | /dek/ | | |
| DATE SIGNED: | 03/21/2018 | | |

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Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (as the same may be amended, modified or supplemented from time to time pursuant to the terms hereof, this "Agreement"), dated as of March 9, 2018, is made by and among PARAGON DEVELOPMENT SYSTEMS, INC., a Wisconsin corporation (the "Company"), WORKS COMPUTING, LLC, a Minnesota limited liability company ("Works"), and PDS HOLDING COMPANY, a Delaware corporation ("Holdings" and, together with the Company and Works, each a "Debtor" and collectively, the "Debtors"), in favor of THE HUNTINGTON NATIONAL BANK, for itself and as collateral agent for the Benefited Parties (as defined in the Security Agreement referenced below) (in such capacities, the "Secured Party"). Works shall be deemed to have executed and delivered this Agreement immediately upon the consummation of the Works Acquisition (as defined in the Credit Agreement referenced below), at which time such entity shall be deemed to be a Debtor hereunder.

RECITALS

A. Pursuant to a Credit Agreement, dated as of the date hereof (such agreement, as may be amended, revised, supplemented or restated from time to time, the "Credit Agreement"), among the Debtors and the Secured Party, the Secured Party has agreed to make available to the Debtors certain credit facilities and other financial accommodations pursuant to the terms and subject to the conditions set forth in the Credit Agreement.

B. Reference is made to that certain Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Debtors and the Secured Party, which secures the Obligations (as defined in the Security Agreement) as provided in the Security Agreement.

C. Pursuant to the terms of the Security Agreement, the Debtors have granted to the Secured Party, for the benefit of the Benefited Parties, a security interest in substantially all the assets of the Debtors (excluding Excluded Property as defined in the Security Agreement), including all right, title and interest of the Debtors in, to and under all now owned and hereafter acquired Trademarks, and all products and proceeds thereof, to secure the payment of the Obligations.

D. The Secured Party requires, as a condition to entering into the Credit Agreement, that the Debtors execute and deliver this Agreement. Immediately upon the consummation of the Works Acquisition, Holdings and the Company shall cause Works to execute and deliver this Agreement, become a Debtor under this Agreement, and grant a security interest in its Trademark Collateral (as defined below).

E. Capitalized terms used herein without definition are used as defined in the Credit Agreement and Security Agreement, as appropriate.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual agreements set forth herein and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged,

the Debtors hereby grant to the Secured Party, for the benefit of the Benefited Parties, to secure the Obligations, a continuing security interest in all of the Debtors' right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

1. all of its Trademarks registered with a United States Governmental Authority or for which applications for such registration have been filed, including, without limitation, each Trademark, Trademark registration, and Trademark application listed on **Schedule A** hereto, and all renewals and extensions of the foregoing; and

2. all products and Proceeds of the foregoing.

This security interest is granted in conjunction with the security interests granted to the Secured Party, for itself and on behalf of the other Benefited Parties, pursuant to the Security Agreement. The Debtors hereby acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of a conflict between the provisions of this Agreement and the Security Agreement, the Security Agreement shall control.

The Debtors hereby agree that, anything herein to the contrary notwithstanding, the Debtors shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks, Trademark registrations, and Trademark applications subject to a security interest hereunder.

This Agreement is being delivered in and shall be deemed to be a contract governed by the laws of the State of Wisconsin and shall be interpreted and enforced in accordance with the laws of that state without regard to the principles of conflicts of laws.

This Agreement and any amendment hereof may be executed in several counterparts, each of which shall be deemed to be an original and all of which together shall constitute one instrument.


[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, the Debtors and the Secured Party, on behalf of the Benefited Parties, have executed this Agreement as of the day and year first above written.


THE HUNTINGTON NATIONAL BANK, as Secured
Party for the Benefited Parties

By: _____
Name: Richard L. Marcus
Title: Senior Vice President

PARAGON DEVELOPMENT SYSTEMS, INC.


By:  _____
Name: Todd Adams
Title: Vice President, Chief Financial Officer

PDS HOLDING COMPANY

By:  _____
Name: Todd Adams
Title: Vice President, Chief Financial Officer

IN WITNESS WHEREOF, the Debtors and the Secured Party, on behalf of the Benefited Parties, have executed this Agreement as of the day and year first above written.

THE HUNTINGTON NATIONAL BANK, as Secured
Party for the Benefited Parties

By 
Name: Richard L. Marcus
Title: Senior Vice President

PARAGON DEVELOPMENT SYSTEMS, INC.


By: _____
Name: Todd Adams
Title: Vice President, Chief Financial Officer

PDS HOLDING COMPANY

By: _____
Name: Todd Adams
Title: Vice President, Chief Financial Officer

IN WITNESS WHEREOF, the undersigned, shall be deemed to have executed and delivered this Agreement upon consummation of the Works Acquisition (as defined in the Credit Agreement), at which time, the undersigned shall be bound as a Debtor hereunder, with the same force and effect as if originally named as a Debtor herein. The undersigned hereby pledges and collaterally assigns all of its Trademark Collateral to Secured Party for the benefit of the Benefited Parties, and grants to Secured Party for the benefit of the Benefited Parties, a Security Interest in all of its Trademark Collateral.

WORKS COMPUTING, LLC

By: 
Name: Todd Adams
Title: Vice President, Chief Financial Officer

SCHEDULE A

Trademark Collateral

Trademark Registrations and Applications

| Mark | Country | Status | App. No. | Filing Date | Reg. No. | Reg. Date | Owner |
|---------------|---------|---------|----------|--------------|----------|-------------|-----------------------------------|
| "RACK-N-ROLL" | USA | Granted | - | - | 2839206 | May 4, 2004 | Paragon Development Systems, Inc. |
| "NIVIDIEN" | USA | Pending | 87467831 | May 30, 2017 | - | - | Paragon Development Systems, Inc. |
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