

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM469098

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Pexco LLC		04/09/2018	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Antares Capital LP, as Administrative Agent		
<b>Street Address:</b>	500 West Monroe Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60661		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 24</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	4636660	CITY POST	
Registration Number:	4636658	CITY POST	
Registration Number:	3022621	DAVIDSON TRAFFIC CONTROL PRODUCTS	
Registration Number:	2825880	DURAFROST	
Registration Number:	1053137	DURAYL	
Registration Number:	2291867	FAST EDGE	
Registration Number:	1744536	FENCE-WEAVE	
Registration Number:	2451995	FINLINK	
Registration Number:	1630875	FLEXI-GUIDE	
Registration Number:	2099134	MAX-SLAT	
Registration Number:	4363202	PATRICIAN	
Registration Number:	2496335	PDS	
Registration Number:	2581523	PEXCO	
Registration Number:	1418371	PVT	
Registration Number:	1865283	WINGED SLAT	
Registration Number:	3339096	OP PANEL	
Registration Number:	5265241	FIN2000	
Registration Number:	4970168	DURAYL LED	
Registration Number:	5315456	FEATHER LOCK	
<b>TRADEMARK</b>			

OP \$615.00 4636660

Property Type	Number	Word Mark
Registration Number:	5266105	LITELINK
Registration Number:	5266110	HEDGELINK
Registration Number:	5276498	SAFETY TOP CAP-LITE
Serial Number:	87352995	SAFETY TOP CAP
Serial Number:	87758334	AMERICAN PERMAHEDGE

**CORRESPONDENCE DATA**

Fax Number: 3129939767  
*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: 312/876-7628  
Email: linda.kastner@lw.com  
Correspondent Name: Linda R. Kastner, c/o Latham & Watkins  
Address Line 1: 330 N. Wabash Avenue  
Address Line 2: Suite 2800  
Address Line 4: Chicago, ILLINOIS 60611

NAME OF SUBMITTER:	Linda Kastner
SIGNATURE:	/lk/
DATE SIGNED:	04/09/2018

**Total Attachments: 6**

- source=Project Profiles - Intellectual Property Security Agreement (Pexco LLC - Trademarks) [Executed]\_100323115\_1\_0#page1.tif
- source=Project Profiles - Intellectual Property Security Agreement (Pexco LLC - Trademarks) [Executed]\_100323115\_1\_0#page2.tif
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of April 9, 2018, is made by Pexco LLC, a Delaware limited liability company ("Grantor"), in favor of Antares Capital LP ("Antares"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders, the L/C Issuers (each as defined in the Credit Agreement referred to below), and itself as a Lender, and the other Credit Parties.

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement dated as of April 9, 2018 (as the same may be amended, restated, supplemented and/or modified from time to time, the "Credit Agreement") among PXO Holdings III Corp., PXO Holdings II Corp., Pexco LLC, the Administrative Agent and the Lenders and the L/C Issuers from time to time party thereto, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant to a Guaranty and Security Agreement dated as of April 9, 2018 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement") in favor of the Administrative Agent, to pledge its assets as security for the guaranty of the Obligations (as defined in the Credit Agreement) set forth therein; and

WHEREAS, Grantor is party to the Guaranty and Security Agreement pursuant to which it is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, Grantor hereby agrees with the Administrative Agent 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 mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Credit Parties, and grants to the Administrative Agent for the benefit of the Credit Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) 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 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 the Administrative Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative 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.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall have full and complete responsibility for the prosecution, defense, enforcement or any other action in connection with its Trademarks 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 New York.

[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.

PEXCO LLC, as Grantor


By:   
Name: Steven Demboski  
Title: Vice President, Chief Financial Officer,  
Treasurer and Secretary

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006313 FRAME: 0066**

ACCEPTED AND AGREED  
as of the date first above written:

**ANTARES CAPITAL LP**, as Administrative Agent

By:   
Name: K. CRAIG GALLEHUGH  
Title: Duly Authorized Signatory

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006313 FRAME: 0067**

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations and Applications

OWNER	TRADEMARK	APPLICATION NO./ REGISTRATION NUMBER	FILING DATE/ REGISTRATION DATE
Pexco LLC	<b>CITY POST</b> (stylized image)	86/234,587 4636660	27-March-2014 11-November-2014
Pexco LLC	<b>CITY POST</b>	86/234,561 4636658	27-March-2014 11-November-2014
Pexco LLC	<b>DAVIDSON TRAFFIC CONTROL PRODUCTS</b>	76/603,494 3,022,621	22-July-2004 06-December-2005
Pexco LLC	<b>DURAFROST</b>	76/375,489 2,825,880	26-February-2002 23-March-2004
Pexco LLC	<b>DURAYL</b>	73/068,885 1,053,137	13-November-1975 23-November-1976
Pexco LLC	<b>FAST EDGE</b>	75/236,734 2,291,867	24-January-1997 16-November--99
Pexco LLC	<b>FENCE-WEAVE</b>	74/239,673 1,744,536	23-Jan-92 05-Jan-93
Pexco LLC	<b>FINLINK</b>	75/757,726 2,451,995	22-Jul-99 15-May-01
Pexco LLC	<b>FLEXI-GUIDE</b>	74/032,615 1,630,875	26-Feb-90 08-Jan-91
Pexco LLC	<b>MAX-SLAT</b>	75/143,225 2,099,134	18-Jul-96 23-Sep-97
Pexco LLC	<b>PATRICIAN</b>	85/570,336 4,363,202	15-Mar-12 09-Jul-13
Pexco LLC	<b>PDS</b>	76/176,605 2,496,335	06-Dec-00 09-Oct-01
Pexco LLC	<b>PEXCO</b>	76/192,139 2,581,523	10-Jan-01 18-Jun-02
Pexco LLC	<b>PVT</b>	73/598,421 1,418,371	12-May-86 25-Nov-86
Pexco LLC	<b>WINGED SLAT</b>	74/297,343 1,865,283	24-Jul-92 29-Nov-94
Pexco LLC	<b>OP PANEL</b>	77/140,499 3,339,096	26-Mar-07 20-Nov-07

<b>OWNER</b>	<b>TRADEMARK</b>	<b>APPLICATION NO./ REGISTRATION NUMBER</b>	<b>FILING DATE/ REGISTRATION DATE</b>
Pexco LLC	<b>FIN2000</b>	87/297,321 5,265,241	11-Jan-17 15-Aug-17
Pexco LLC	<b>DURAYL LED</b>	86/575,047 4,970,168	24-Mar-15 31-May-16
Pexco LLC	<b>Feather Lock</b>	87/350995 5315456	Feb 27, 2017 Oct 24, 2017
Pexco LLC	<b>LITELINK</b>	87/351094 5266105	Feb 27, 2017 Aug 15, 2017
Pexco LLC	<b>HEDGELINK</b>	87/352630 5266110	Feb 28, 2017 Aug 15, 2017
Pexco LLC	<b>SAFETY TOP CAP</b>	87/352995	Feb 28, 2017
Pexco LLC	<b>SAFETY TOP CAP- LITE</b>	87/353036 5276498	Feb 28, 2017 Aug 29, 2017
Pexco LLC	<b>AMERICAN PERMAHEDGE</b>	87758334	Jan 17, 2018