OP \$40.00 1056454

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM482703

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
National Maintenance & Repair, Inc.		07/18/2018	Corporation: ILLINOIS

RECEIVING PARTY DATA

Name:	PNC Bank, National Association	
Street Address:	500 First Avenue	
Internal Address:	Commercial Loan Service Center/DCC	
City:	Pittsburgh	
State/Country:	PENNSYLVANIA	
Postal Code:	15219	
Entity Type:	National Banking Association: UNITED STATES	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1056454	

CORRESPONDENCE DATA

Fax Number: 2158325619

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: 215-569-5619

Email: pecsenye@blankrome.com

Correspondent Name: Timothy D. Pecsenye
Address Line 1: One Logan Square

Address Line 2: 8th Floor

Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	074658-18045
NAME OF SUBMITTER:	Timothy D. Pecsenye
SIGNATURE:	/Timothy D. Pecsenye/
DATE SIGNED:	07/20/2018

Total Attachments: 5

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SECURITY AGREEMENT

(TRADEMARKS)

July 18, 2018

WHEREAS, NATIONAL MAINTENANCE & REPAIR, INC., an Illinois corporation (the "<u>Grantor</u>"), has adopted, used and is using the trademarks listed opposite the Grantor's name on the annexed <u>Schedule 1</u>, annexed hereto as part hereof, which trademarks are registered in the United States Patent and Trademark Office (the "<u>Trademarks</u>");

WHEREAS, the Grantor is obligated to PNC BANK, NATIONAL ASSOCIATION, as agent for the below-defined Lenders ("Grantee"), and the other Secured Parties, as defined in the Revolving Credit, Term Loan and Security Agreement, dated as of the date hereof (the "Loan Agreement"), by and among MCNATIONAL, INC., a Delaware corporation ("Holdings"), MCGINNIS, INC., an Ohio corporation ("McGinnis"), Grantor, NATIONAL MAINTENANCE & REPAIR OF KENTUCKY, INC., a Kentucky corporation ("NMR Kentucky"), NATIONAL MAINTENANCE & REPAIR OF LOUISIANA, INC., a Louisiana corporation ("NMR Louisiana"), MID-AMERICA FUELS, INC., an Illinois corporation ("Mid-America Fuels"), EXCELL MARINE CORPORATION, an Ohio corporation ("Excell", and together with Holdings, McGinnis, Grantor Illinois, NMR Kentucky, NMR Louisiana, Mid-America Fuels and each Person joined hereto as a borrower from time to time, collectively, the "Borrowers" and each a "Borrower"), J.B.F., INC., a West Virginia corporation ("JBF"), MCGINNIS EQUIPMENT COMPANY, INC., an Ohio corporation ("McGinnis Equipment Company", and together with JBF and each Person joined thereto as a guarantor from time to time, collectively, the "Guarantors", and each a "Guarantor" and together with the Borrowers, collectively the "Loan Parties" and each a "Loan Party"), the financial institutions which are now or which hereafter become a party hereto (together with their respective successors and assigns, collectively, the "Lenders" and each individually a "Lender") and Grantee for the payment and performance of the Obligations (as defined in the Loan Agreement); and

WHEREAS, pursuant to the Loan Agreement, the Grantor has granted to Grantee a security interest in all right, title and interest of the Grantor in and to its general intangibles, including, without limitation, the Trademarks (the "Collateral"), to secure the payment, performance and observance of the Obligations;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Grantor does hereby further grant to Grantee a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

074658.18045/109930140v.2

Grantee's address is PNC Bank, National Association, 8210 E. Main Street, Mailstop K8-K285-01-1, Alexandria, KY 41001, Attn: Chris Tully.

THIS AGREEMENT AND ALL MATTERS RELATING HERETO OR ARISING HEREFROM (WHETHER ARISING UNDER CONTRACT LAW, TORT LAW OR OTHERWISE) SHALL, IN ACCORDANCE WITH SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK, BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

Signature Page to Security Agreement (Trademarks)

IN WITNESS WHEREOF, the Grantor has caused this Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first written above.

NATIONAL MAINTENANCE & REPAIR, INC., an Illinois corporation

Bv:

lame: Bruce D. McGinnis

Title: President

ACCEPTED AND ACKNOWLEDGED BY:

PNC BANK, NATIONAL ASSOCIATION, as Agent

By:

Name: Jeffrey R. Penno Title: Senior Vice President

[Signature Page to Security Agreement (Trademarks)]

SCHEDULE I TO SECURITY AGREEMENT

Mark Name

Owner

Country Reg. No.

Reg. Date

(App. No.)

(App. Date)

Repair, Inc.

National Maintenance &

U.S.

1056454

01/18/1977

(Design only)

Security Agreement (Trademarks)

RECORDED: 07/20/2018

Schedule I – Page 1