# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM504165

| SUBMISSION TYPE:      | NEW ASSIGNMENT    |
|-----------------------|-------------------|
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

#### **CONVEYING PARTY DATA**

| Name                         | Formerly | Execution Date | Entity Type           |
|------------------------------|----------|----------------|-----------------------|
| Mar-Cone Appliance Parts Co. |          | 01/02/2019     | Corporation: MISSOURI |
| Swiftlink Limited            |          | 01/02/2019     | Corporation: MISSOURI |

#### **RECEIVING PARTY DATA**

| Name:           | BMO HARRIS BANK N.A.                        |  |  |
|-----------------|---|--|--|
| Street Address: | 111 West Monroe St.                         |  |  |
| City:           | Chicago                                     |  |  |
| State/Country:  | ILLINOIS                                    |  |  |
| Postal Code:    | 60603                                       |  |  |
| Entity Type:    | National Banking Association: UNITED STATES |  |  |

#### **PROPERTY NUMBERS Total: 11**

| Property Type        | Number  | Word Mark                       |  |  |
|----------------------|---------|---------------------------------|--|--|
| Registration Number: | 2648316 | MARCONE WORLD                   |  |  |
| Registration Number: | 2486956 | PARTS TODAY                     |  |  |
| Registration Number: | 3536394 | PICTURE PERFECT SERVICE NETWORK |  |  |
| Registration Number: | 3507873 | MYCYCLETIME                     |  |  |
| Registration Number: | 1850095 | SWIFTLINK                       |  |  |
| Registration Number: | 3977866 | SWIFTLINK                       |  |  |
| Registration Number: | 4278809 | MARCONE                         |  |  |
| Registration Number: | 4268192 | M                               |  |  |
| Registration Number: | 4268193 | OUR PASSION IS PRODUCT SUPPORT  |  |  |
| Registration Number: | 4427821 | ART OF SERVICE                  |  |  |
| Registration Number: | 5073480 | SERVICE TRUST                   |  |  |

#### CORRESPONDENCE DATA

Fax Number:

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: 212-294-2684

Email: trademarkny@winston.com

R. Kader Crawford **Correspondent Name:** 

Address Line 1: 300 South Tryon Street 16th Floor

TRADEMARK

REEL: 006515 FRAME: 0568 900479833

|                         | Winston & Strawn LLP<br>Charlotte, NORTH CAROLINA 28202 |                                    |  |
|-------------------------|---|------------------------------------|--|
| ATTORNEY DOCKET NUMBER: |   | 013757.00168                       |  |
| NAME OF SUBMITTER:      |   | R. Kader Crawford                  |  |
| SIGNATURE:              |   | /R. Kader Crawford by trademarkny/ |  |
| DATE SIGNED:            |   | 01/02/2019                         |  |
|                         |   |                                    |  |

### **Total Attachments: 3**

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#### **GRANT OF A SECURITY INTEREST -- TRADEMARKS**

This Trademark Security Agreement (this "<u>Trademark Security Agreement</u>") is made as of January 2, 2019, by Mar-Cone Appliance Parts Co., a Missouri corporation ("<u>Marcone</u>"), and Swiftlink Limited, a Missouri corporation ("Swiftlink" and together with Marcone, collectively, "<u>Grantors</u>" and, each, a "<u>Grantor</u>"), in favor of BMO HARRIS BANK, N.A., in its capacity as Administrative Agent for itself and the other Lender Parties (together with its successors in such capacity, "<u>Grantee</u>"). All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement (as defined below).

WHEREAS, each Grantor is the record owner of the Trademarks listed on the attached Schedule A;

WHEREAS, each Grantor has entered into a Pledge and Security Agreement, dated January 2, 2019 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, each Grantor has granted to the Grantee for the benefit of the Lender Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of such Grantor in, to and under the Trademarks to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor does hereby grant to the Grantee, for the benefit of the Lender Parties, a continuing security interest in the Trademarks to secure the prompt payment, performance and observance of the Secured Obligations.

Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Trademarks are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

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. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

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TRADEMARK REEL: 006515 FRAME: 0570

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

MAR-CONE APPLIANCE PARTS CO.,

a Missouri corporation

By: Name: James G. Souers

Title: President

SWIFTLINK LIMITED,

a Missouri corporation

By: Name: James G. Souers

Title: President

Signature Page to First Lien Trademark Security Agreement

TRADEMARK
REEL: 006515 FRAME: 0571

## SCHEDULE A TO GRANT OF A SECURITY INTEREST

## Trademarks

| Mark / Description                 | Registration No. | Registration<br>Date | Owner                           |
|------------------------------------|------------------|----------------------|---------------------------------|
| MARCONE WORLD                      | 2,648,316        | 11/12/2002           | Mar-Cone Appliance Parts Co.    |
| PARTS TODAY                        | 2,486,956        | 9/11/2001            | Mar-Cone Appliance Parts Co.    |
| PICTURE PERFECT SERVICE<br>NETWORK | 3,536,394        | 11/25/2008           | Mar-Cone Appliance Parts<br>Co. |
| MYCYCLETIME                        | 3,507,873        | 9/30/2008            | Mar-Cone Appliance Parts Co.    |
| SWIFTLINK                          | 1,850,095        | 8/16/1994            | Swiftlink Limited               |
| SWIFTLINK (stylized)               | 3,977,866        | 6/14/2011            | Swiftlink Limited               |
| MARCONE                            | 4,278,809        | 1/22/2013            | Mar-Cone Appliance Parts Co.    |
| M Logo                             | 4,268,192        | 1/1/2013             | Mar-Cone Appliance Parts Co.    |
| OUR PASSION IS PRODUCT<br>SUPPORT  | 4,268,193        | 1/1/2013             | Mar-Cone Appliance Parts Co.    |
| ART OF SERVICE                     | 4,427,821        | 11/5/2013            | Mar-Cone Appliance Parts Co.    |
| SERVICE TRUST                      | 5,073,480        | 11/1/2016            | Mar-Cone Appliance Parts Co.    |

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**RECORDED: 01/02/2019** 

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