

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM499836

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|---|--|-----------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Legacy Equipment Company, LLC | | 11/28/2018 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | TCF National Bank, as Administrative Agent | | |
| Street Address: | 71 S. Wacker Drive | | |
| Internal Address: | Suite 2110 | | |
| City: | Chicago | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60606 | | |
| Entity Type: | Chartered Bank: UNITED STATES | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4813141 | LEGACY EQUIPMENT | |
| 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> | | | |
| Email: | rfloren@schiffhardin.com | | |
| Correspondent Name: | Rebecca Floren | | |
| Address Line 1: | 233 S. Wacker Dr. | | |
| Address Line 2: | Suite 7100 | | |
| Address Line 4: | Chicago, ILLINOIS 60606 | | |
| NAME OF SUBMITTER: | Rebecca Floren | | |
| SIGNATURE: | /s/ Rebecca Floren | | |
| DATE SIGNED: | 11/28/2018 | | |
| Total Attachments: 4 | | | |
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OP \$40.00 4813141

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of November 28, 2018, is made by Legacy Equipment Company, LLC, a Delaware limited liability company (the “Company”), in favor of TCF National Bank, in its capacity as administrative agent (in such capacity, the “Administrative Agent”) for the lenders from time to time party to the Credit Agreement referred to below (“Lenders”).

RECITALS

WHEREAS, the Company, the other Obligors party thereto, the Administrative Agent and the Lenders are parties to a Credit Agreement dated as of November 28, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”; terms defined in the Credit Agreement which are used herein shall have the same meanings as are set forth in the Credit Agreement for such terms unless otherwise defined herein), pursuant to which the Lenders have agreed to make certain loans to the Company and the other Borrowers party thereto;

WHEREAS, the Company, the other Obligors party thereto and the Administrative Agent are parties to a Security Agreement dated as of November 28, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”); and

WHEREAS, pursuant to the terms of the Security Agreement, the Company has granted to the Administrative Agent, for the benefit of itself and the other Secured Parties, a security interest in substantially all the assets of the Company, including all right, title and interest of the Company in, to and under all now existing and hereafter arising service marks, trademarks, trademark or service mark registrations, trademark or service mark applications, domain names and trade names and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world, to secure the payment and performance in full of all Liabilities and other amounts owing by the Company and the other Obligors under the Credit Agreement and the other Financing Agreements;

NOW, THEREFORE, in consideration of the mutual agreements set forth herein and in the Credit Agreement, the Company hereby grants to the Administrative Agent, for the benefit of itself and the other Secured Parties, a security interest in all of the Company’s right, title and interest in and to the following, whether now existing and hereafter arising:

- (1) all service marks, trademarks, trademark or service mark registrations, trademark or service mark applications, domain names and trade names including, without limitation, the trademarks and service marks listed on Schedule 1 attached hereto and made a part hereof, and (a) renewals thereof and all goodwill related thereto, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments

for past, present or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world;

- (2) all license agreements with any other Person or Persons with respect to any service marks, trademarks, trademark or service mark registrations, trademark or service mark applications, domain names and trade names, whether the Company is a licensor or licensee under any such license agreements, and, subject to the terms of such licenses, the right to prepare for sale, sell and advertise for sale, all inventory now or hereafter owned by the Company and now or hereafter covered by such licenses; and
- (3) all products and proceeds of the foregoing, including, without limitation, all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto arising in favor of the Company, including, without limitation, damages and payments for past or future infringements thereof (items 1 through 3 being herein collectively referred to as the "Trademark Collateral");

This security interest is granted in conjunction with the security interests granted to the Administrative Agent, for the benefit of itself and the other Secured Parties, pursuant to the Security Agreement and is subject to limitations set forth therein. In the event of any conflict between any provision of this Agreement and any provision of the Security Agreement, the Security Agreement will govern. The Company hereby acknowledges and affirms that the rights and remedies of the Administrative Agent and the Lenders with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS AND NOT THE CONFLICTS OF LAW PROVISIONS OF THE STATE OF ILLINOIS.

[signature page follows]

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

LEGACY EQUIPMENT COMPANY, LLC

By: 

Name: Lewis Schoenwetter

Title: Vice President

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

Trademark Registration for “LEGACY EQUIPMENT”. Reg. No. 4813141. Registered on September 15, 2015.