

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM518204

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RUNYON EQUIPMENT RENTAL CO., LLC		04/01/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	ACADEMY BANK, N.A.		
Street Address:	1111 Main, Suite 1600		
City:	Kansas City		
State/Country:	MISSOURI		
Postal Code:	64105		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4150083	DON'T BE A TOOL - RENT ONE	
CORRESPONDENCE DATA			
Fax Number:	8165317545		
<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:	816-460-2400		
Email:	trademarks.us@dentons.com		
Correspondent Name:	DENTONS US LLP		
Address Line 1:	P.O. Box 061080		
Address Line 4:	Chicago, ILLINOIS 60606-1080		
NAME OF SUBMITTER:	Brian R. McGinley		
SIGNATURE:	/brm/		
DATE SIGNED:	04/09/2019		
Total Attachments: 3			
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GRANT OF SECURITY INTEREST IN TRADEMARKS

April 1, 2019

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, RUNYON EQUIPMENT RENTAL CO., LLC, a Delaware limited liability company (“Grantor”) having its principal office at 1402 Chase Courts, Carmel, Indiana 46032, hereby grants to ACADEMY BANK, N.A., a national bank (together with its successors and assigns, “Grantee”) having an office at 1111 Main, Suite 1600, Kansas City, Missouri, 64105, a security interest in (a) all of Grantor’s right, title and interest in and to the United States trademarks set forth on Schedule A attached hereto (collectively, the “Trademarks”, and each, a “Trademark”), (b) the goodwill of the businesses with which each Trademark is associated, (c) all claims and causes of action arising prior to or after the date hereof for infringement or dilution of any Trademark, unfair competition regarding any Trademark or injury to the goodwill associated with any Trademark, (d) all of Grantor’s rights corresponding thereto throughout the world and (e) all proceeds and products of each Trademark.

THIS GRANT OF SECURITY INTEREST IN TRADEMARKS (this “Grant”) is made to secure the satisfactory performance and payment of the Liabilities, as such term is defined in that certain Loan and Security Agreement among Grantor, Runyon Equipment Holdings LLC, a Delaware limited liability company, Runyon Surface Prep Co., LLC, Delaware limited liability company, and Runyon Employment Services LLC, a Delaware limited liability company, dated as of the date hereof (as amended, restated, supplemented, or otherwise modified from time to time, the “Loan Agreement”). Upon termination of the Loan Agreement and payment in full of the Liabilities (other than contingent indemnification obligations for which no claim has been asserted), Grantee shall execute, acknowledge and deliver to Grantor, upon Grantor’s request and at Grantor’s expense, an instrument in writing releasing the security interest in the Trademarks acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to Grantee under the Loan Agreement. The rights and remedies of Grantee with respect to the security interest granted herein are as set forth in the Loan Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Loan Agreement, the provisions of the Loan Agreement shall govern.

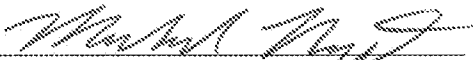
This Grant and any amendments hereto may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. Any amendment hereto shall require the written agreement of Grantor and Grantee. Counterparts of this Grant may be delivered by facsimile or electronic mail and the effectiveness of this Grant and signatures hereon shall have the same force and effect as manually signed originals.

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IN WITNESS WHEREOF, the undersigned has executed this Grant as of the date set forth above.

GRANTOR:

RUNYON EQUIPMENT RENTAL CO., LLC, a
Delaware limited liability company

By: 
Michael Nugent, President

Schedule A to Grant of Security Interest in Trademarks

Trademark	Registration Number	Registration Date
DON'T BE A TOOL - RENT ONE	4,150,083	May 29, 2012