

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM519417

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Endurance Lift Solutions, LLC		02/07/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A		
Street Address:	901 Main Street, 14th Floor		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75202		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3270750	FIBEROD	
Registration Number:	2918590	FIBEROD	
CORRESPONDENCE DATA			
Fax Number:	8043447999		
<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:	8047888200		
Email:	lcouch@huntonak.com		
Correspondent Name:	Hunton Andrews Kurth LLP		
Address Line 1:	951 East Byrd Street		
Address Line 2:	Riverfront Plaza, East Tower		
Address Line 4:	Richmond, VIRGINIA 23219		
ATTORNEY DOCKET NUMBER:	046124.0000865		
NAME OF SUBMITTER:	David E. Baker		
SIGNATURE:	/David E. Baker/		
DATE SIGNED:	04/17/2019		
Total Attachments: 4			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is dated as of February 7, 2019, by and between ENDURANCE LIFT SOLUTIONS, LLC, a Delaware limited liability company ("Debtor"), and BANK OF AMERICA, N.A., a national banking association, as agent for the Lenders ("Secured Party"), and is executed and delivered pursuant to that certain Third Amended and Restated Loan and Security Agreement, dated as of January 9, 2019 (as amended, restated, supplemented or modified from time to time, the "Loan Agreement"), among Debtor, certain affiliates of Debtor, the lenders party thereto and Secured Party (all capitalized terms used herein which are not defined herein shall have the meanings therefor specified in the Loan Agreement).

RECITALS:

Pursuant to the terms of the Loan Agreement, Debtor has granted to Secured Party, for the benefit of the Secured Parties, a lien upon and security interest in all Intellectual Property of Debtor, including, without limitation, all of Debtor's right, title and interest in, to and under all now owned and hereafter acquired Trademarks (as defined below), together with the goodwill of the business symbolized by Debtor's Trademarks and Trademark Licenses (as defined below) and all products and proceeds thereof, to secure the payment of the Obligations.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby grants to Secured Party, for the benefit of the Secured Parties, a Lien upon and continuing security interest in all of Debtor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired, as security for the payment and performance of the Obligations:

- (1) (a) any written agreement now or hereafter in existence granting to Debtor any right to use any Trademark ("Trademark License"); (b) all (i) trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing appear, all registrations and recordings thereof and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof; (ii) reissues, extensions and renewals thereof; (iii) income, royalties, damages and payments now or hereafter relating to or payable under any of the foregoing, including, without limitation, damages or payments for past or future infringements of any of the foregoing; (iv) rights to sue for past, present and future infringements of any of the foregoing; (v) rights corresponding to any of the foregoing throughout the world; and (vi) goodwill associated with and symbolized by any of the foregoing, in each case, whether now owned or hereafter acquired by Debtor (all of such items in this clause (b) being referred to herein collectively as the "Trademarks"), including, without limitation, each Trademark described on Schedule 1 attached hereto; (c) each trademark registration ("Trademark Registration"), including, without limitation, each Trademark Registration described on Schedule 1 attached hereto; and (d) each trademark application ("Trademark Application"), including, without limitation, each Trademark Application described on Schedule 1 attached hereto; in each case together with the goodwill of the business symbolized thereby;
- (2) each Trademark License, to the extent allowable under the applicable license agreement, including, without limitation, each Trademark License described on Schedule 1 attached hereto; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Debtor against third parties for past, present or future (a) infringement, dilution or breach of any Trademark, Trademark Registration, Trademark Application or Trademark License, including, without limitation, any Trademark, Trademark Registration or Trademark License described on Schedule 1 attached hereto and any Trademark Registration issued pursuant to a Trademark Application described on Schedule 1 attached hereto, or (b) injury to the goodwill associated with any Trademark, Trademark Registration or Trademark Application.

The lien and security interest created by this Agreement is granted in conjunction with the liens and security interests granted to Secured Party pursuant to the Loan Agreement, which lien and security interest shall be governed by the terms and provisions of the Loan Agreement.

Debtor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the Liens and security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and made effective as of the date first written above.

DEBTOR:

ENDURANCE LIFT SOLUTIONS, LLC

By: 

Name: Dan Newman

Title: Chief Executive Officer

SECURED PARTY:

BANK OF AMERICA, N.A., as agent

By: 

Name: Hance VanBeber

Title: Senior Vice President

SCHEDULE 1
to
Trademark Security Agreement

Mark	Owner	Serial or Reg. No.
FIBEROD and Design	Endurance Lift Solutions, LLC	3270750
FIBEROD	Endurance Lift Solutions, LLC	2918590

SCHEDULE 1 to Trademark Security Agreement – Solo Page
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