

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM522953

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Encore Rail Systems, Inc.		05/08/2019	Corporation: ILLINOIS
RECEIVING PARTY DATA			
Name:	Beverly Bank & Trust Company, N.A.		
Street Address:	10258 S. Western Avenue		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60643		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4153883	SPEEDSET	
Registration Number:	4153882	SPEEDSET	
Registration Number:	3666506	ENCORE	
Registration Number:	3672375	ENCORE	
Registration Number:	3666505	ENCORE RAIL SYSTEMS	
Registration Number:	3663614	ENCORE	
Registration Number:	3584920		
CORRESPONDENCE DATA			
Fax Number:	6175236850		
<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:	617-523-2700		
Email:	susan.dinicola@hklaw.com,anastasia.sotiropoulos@hklaw.com		
Correspondent Name:	Holland & Knight LLP		
Address Line 1:	10 St. James Avenue		
Address Line 4:	Boston, MASSACHUSETTS 02116		
NAME OF SUBMITTER:	Susan C. DiNicola		
SIGNATURE:	/Susan C. DiNicola/		
DATE SIGNED:	05/09/2019		

OP \$190.00 4153883

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of May 8, 2019, is made by ENCORE RAIL SYSTEMS, INC., an Illinois corporation (the “Grantor”), in favor of BEVERLY BANK & TRUST COMPANY, N.A., a national banking association (“Lender”).

WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement, dated as of May 8, 2019 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Loan Agreement”), by and among Steelhead Corp., an Illinois corporation (“Steelhead”), Axium 3, LLC, an Illinois limited liability company (“Axium 3”), Axium Equipment Co., an Illinois corporation (“AEC”), Axium Management, LLC, an Illinois limited liability company (“Axium Management”), Axium Resources, L.L.C., an Illinois limited liability company (“Axium LLC”), Grantor, Holden America IL, LLC, an Illinois limited liability company (“HAIL”), Holden Sales & Service, LLC, an Illinois limited liability company (“Holden Sales”), Metropolitan Air Technology, LLC, an Illinois limited liability company (“Metropolitan”), and Ramptech Inc., an Illinois corporation (“Ramptech”), and together with Steelhead, Axium 3, AEC, Axium Management, Axium LLC, Grantor, HAIL, Holden Sales and Metropolitan, individually each a “Borrower” and collectively, the “Borrowers”), and Lender, Lender agreed to make extensions of credit to Borrowers upon the terms and subject to the conditions set forth therein; and

WHEREAS, pursuant to the Loan Agreement, the Grantor (i) granted to Lender a security interest in substantially all of its assets and (ii) is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lender to enter into the Loan Agreement and to induce the Lender to make extensions of credit to Borrowers thereunder, the Grantor hereby agrees with Lender as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Loan Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, hereby mortgages, pledges and hypothecates to Lender a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the “Trademark Collateral”):

- (a) all of its Trademarks and any licensed Trademarks providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and

recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof;

provided, however, that the Trademark Collateral being assigned hereunder shall not be construed as a current assignment but rather as a security interest that provides the Lender such rights as are provided to holders of security interests under applicable law.

Section 3. Loan Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Lender pursuant to the Loan Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of Lender with respect to the security interest 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.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Counterparts. 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Illinois.

[SIGNATURE PAGES FOLLOW]

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

Very truly yours,

ENCORE RAIL SYSTEMS, INC., as Grantor

By:  _____

Name: Greg Winsor

Title: Chairman of the Board

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006642 FRAME: 0351

ACCEPTED AND AGREED
as of the date first above written:

BEVERLY BANK & TRUST COMPANY, N.A., as Lender

By: 

Name: Stephen Parker

Title: Assistant Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006642 FRAME: 0352

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

Mark	Owner	Reg. No.	Reg. Date	Serial No.	Filing Date
Speedset	Encore Rail Systems, Inc.	4153883	June 5, 2012	85443411	October 10, 2011
Speedset	Encore Rail Systems, Inc.	4153882	June 5, 2012	85443408	October 10, 2011
Encore	Encore Rail Systems, Inc.	3666506	August 11, 2009	77660517	January 30, 2009
Encore	Encore Rail Systems, Inc.	3672375	January 30, 2009	77660514	January 30, 2009
Encore Rail Systems	Encore Rail Systems, Inc.	3666505	August 11, 2009	77660512	January 30, 2009
Encore	Encore Rail Systems, Inc.	3663614	August 4, 2009	77660455	January 30, 2009
2-An Illustration Drawing without any words/letters/numbers	Encore Rail Systems, Inc.	3584920	March 3, 2009	77265487	August 27, 2007