

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM526652

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
MAC Trailer Manufacturing, Inc.		05/24/2019	Corporation: OHIO
MAC LTT, Inc.		05/24/2019	Corporation: OHIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The Huntington National Bank		
<b>Street Address:</b>	220 Market Avenue South		
<b>Internal Address:</b>	2nd Floor		
<b>City:</b>	Canton		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	44702		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4608500	TRAILSTAR	
<b>Registration Number:</b>	4608499	TRAILSTAR	
<b>Registration Number:</b>	3469287	MACLOCK	
<b>Registration Number:</b>	5634027	T.A.L.K.	
<b>Registration Number:</b>	5634021	T.A.L.K.	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3304565756		
<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>			
<b>Phone:</b>	3304568341		
<b>Email:</b>	rmoore@bmsa.com		
<b>Correspondent Name:</b>	Rod A. Moore		
<b>Address Line 1:</b>	220 Market Avenue South		
<b>Address Line 2:</b>	Suite 1000		
<b>Address Line 4:</b>	Canton, OHIO 44702		
<b>NAME OF SUBMITTER:</b>	Rod A. Moore		
<b>SIGNATURE:</b>	/Rod A. Moore/		

CH \$140.00 4608500

**DATE SIGNED:**

06/06/2019

**Total Attachments: 34**

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## COMMERCIAL SECURITY AGREEMENT

Principal	Loan Date	Maturity	Loan No	Call/Coli	Account	Officer	Initials
	05-24-2019						
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any Item above containing "*****" has been omitted due to text length limitations.							

Grantors: MAC Trailer Enterprises, Inc.  
 MAC Trailer Manufacturing, Inc.  
 MAC Manufacturing, Inc.  
 MAC Trailer Service, Inc.  
 MAC Trailer Sales, Inc.  
 MAC International, Inc.  
 MAC Trailer Realty, Inc.  
 MAC LTT, Inc.  
 MAC LTT, LLC  
 Quaker Realty, LLC  
 MAC LTT Manufacturing, Inc.  
 MAC Trailer Aftermarket Parts, Inc.  
 MAC Waste Trailer, Inc.  
 MAC Trailer Texas, Inc. aka MAC-T of Texas, Inc.  
 MAC Trailer of Oklahoma, Inc.  
 14599 Commerce Street NE Alliance, OH 44601

Lender: THE HUNTINGTON NATIONAL BANK  
 Canton Commercial Lending  
 P.O.Box 341470- NC1W25  
 Columbus, OH 43234-9909

**THIS COMMERCIAL SECURITY AGREEMENT, dated May 24, 2019 is made and executed between MAC Trailer Enterprises, Inc., MAC Trailer Manufacturing, Inc., MAC Manufacturing, Inc., MAC Trailer Service, Inc., MAC Trailer Sales, Inc., MAC International, Inc., MAC Trailer Realty, Inc., MAC LTT, Inc., MAC LTT, LLC, Quaker Realty, LLC, MAC LTT Manufacturing, Inc., MAC Waste Trailer, Inc., MAC Trailer Aftermarket Parts, Inc., MAC Trailer Texas, Inc. aka MAC-T of Texas, Inc., and MAC Trailer of Oklahoma, Inc. (all of the foregoing are hereinafter sometimes individually referred to as "Grantor" and collectively referred to as the "Grantors"), and THE HUNTINGTON NATIONAL BANK ("Lender"), on the following terms and conditions.**

**GRANT OF SECURITY INTEREST.** For valuable consideration, Grantors grant to Lender a security interest in the Collateral to secure all obligations in connection with the Indebtedness and the Notes, and agree that Lender shall have the rights stated in this Agreement with respect to the Collateral, in addition to all other rights which Lender may have by law.

**COLLATERAL DESCRIPTION.** The word "Collateral" as used in this Agreement means the following described property, whether now owned or hereafter acquired, whether now existing or hereafter arising, and wherever located, in which Grantors are giving to Lender a security interest for the payment of the Indebtedness and performance of all other obligations under the Note and this Agreement:

All inventory, equipment, accounts (including but not limited to all health-care-insurance receivables), chattel paper, instruments (including but not limited to all promissory notes), letter-of-credit rights, letters of credit, documents, deposit accounts, investment property, money, other rights to payment and performance, and general intangibles (including but not limited to all software and all payment intangibles), all intellectual property now existing or hereafter created (including but not limited to patents, copyrights, and trademarks) ; all royalties and other financial benefits associated with minerals, gas and oil; all fixtures; all attachments, accessions, accessories, fittings, increases, tools, parts, repairs, supplies, and commingled goods relating to the foregoing property, and all additions, replacements of and substitutions for all or any part of the foregoing property; all insurance refunds relating to the foregoing property; all goodwill relating to the foregoing property; all claims, causes of action relating to the foregoing property; all records and data and embedded software relating to the foregoing property, and all equipment, inventory, and software to utilize, create, maintain, and process any such records and data on electronic media; and all supporting obligations relating to the foregoing property; all whether now existing or hereafter arising, whether now owned or hereafter acquired or whether now or hereafter subject to any rights in the foregoing property; and all products and proceeds (including but not limited to all insurance payments) of or relating to the foregoing property.

In addition, the word "Collateral" also includes all the following, whether now owned or hereafter acquired, whether now existing or hereafter arising, and wherever located:

- (A) All accessions, attachments, accessories, tools, parts, supplies, replacements of, and additions to any of the property described in this Collateral Description section, whether added now or later.
- (B) All products and produce of any of the property described in this Collateral Description section.

(C) All accounts, general intangibles, instruments, rents, monies, payments, and all other rights, arising out of a sale, lease, consignment or other disposition of any of the property described in this Collateral Description section.

(D) All proceeds (including insurance proceeds) from the sale, destruction, loss, or other disposition of any of the property described in this Collateral Description section, and sums due from a third party who has damaged or destroyed the Collateral or from that party's insurer, whether due to judgment, settlement or other process.

(E) All records and data relating to any of the property described in this Collateral Description section, whether in the form of a writing, photograph, microfilm, microfiche, or electronic media, together with all of Grantors' right, title, and interest in and to all computer software required to utilize, create, maintain, and process any such records or data on electronic media.

Notwithstanding anything contained in this Agreement, the Business Loan Agreement, or any other loan document between Grantors and Lender, no inventory of MAC Trailer Sales, Inc. purchased by MAC Trailer Sales, Inc. pursuant a floor plan between MAC Trailer Sales, Inc. and Wells Fargo Bank, National Association or its successors or assigns in an amount not to exceed \$6,000,000.00 ("Floor Plan Financing") which is subject to a security interest of Wells Fargo Bank, National Association or its successors or assigns shall be part of the Collateral and shall not act as security for any of the Loans, and Lender shall not have any security interest therein. Furthermore the security interests granted and liens given pursuant to the Floor Plan Financing shall be Permitted Liens under the Loan Documents including this Agreement and any security agreements.

**CROSS-COLLATERALIZATION.** In addition to the Indebtedness and the Notes, this Agreement secures all obligations, debts and liabilities, plus interest thereon, and all documents reflecting or relating to a Rate Management Transaction now existing or hereafter entered into between Grantors and Lender which is a rate swap, basis swap, forward rate transactions, commodity swap, commodity option, equity or equity index swap, equity or equity index option, bond option, interest rate option, foreign exchange transaction, cap transaction, floor transaction, collar transaction, forward transaction, currency swap transaction, cross-currency rate swap transaction, currency option or any other similar transaction, including any option with respect to any of these transactions, or any combination thereof, whether linked to one or more interest rates, foreign currencies, commodity prices, equity prices or other financial measures of Grantors to Lender, or any one or more of them, as well as all claims by Lender against Grantors or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Grantors may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

**RIGHT OF SETOFF.** To the extent permitted by applicable law, Lender reserves a right of setoff in all Grantors' accounts with Lender (whether checking, savings, or some other account). This includes all accounts Grantors hold jointly with someone else and all accounts Grantors may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Grantors authorize Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the Indebtedness against any and all such accounts.

**GRANTORS' REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE COLLATERAL.** With respect to the Collateral, each Grantor represents, promises, and warrants to Lender that:

**Perfection of Security Interest.** Each Grantor hereby agrees to take whatever actions are reasonably requested by Lender to perfect and continue Lender's security interest in the Collateral. Except as stated on Exhibit A, Lender's security interest on the Collateral shall constitute a first lien on the Collateral. Upon request of Lender, Grantors will deliver to Lender any and all of the documents evidencing or constituting the Collateral, and Grantors will note Lender's interest upon any and all chattel paper and instruments if not delivered to Lender for possession by Lender. This Agreement secures revolving debt obligations, and therefore this is a continuing security agreement and will continue in effect until the term of the Loan has expired and is not renewed, even though all or any part of the Indebtedness may, for a period of time, not be due and outstanding

**Notices to Lender.** Grantors will promptly notify Lender in writing at Lender's address shown above (or such other addresses as Lender may designate from time to time in writing) prior to any (1) change in the name of any Grantor; (2) change in Grantors' principal office address; (3) change in Grantors' state of organization or formation; (4) conversion of Grantors to a new or different type of business entity; or (5) change in any other aspect of Grantors that materially affects any agreements between Grantors and Lender. No change in Grantors' names or states of organization or formation will take effect until after Lender has received notice.

**No Violation.** The execution and delivery of this Agreement will not violate any law or agreement governing Grantors or to which Grantors are a party, and Grantors' certificates or articles of incorporation, organization, bylaws, code of regulations, and/or other governing documents do not prohibit any term or condition of this Agreement.

**Enforceability of Collateral.** To the extent the Collateral consists of accounts, chattel paper, or general intangibles, as defined by the Uniform Commercial Code, at the time such Collateral becomes subject to a security interest in favor of Lender to the knowledge of the Grantors, such Collateral is enforceable accordance with its terms, is genuine, and fully complies in all material respects with all applicable laws and regulations concerning form, content and manner of preparation and execution, and all persons appearing to be obligated on the Collateral have authority and capacity to contract and are in fact obligated as they appear to be on the Collateral. At the time any account becomes

subject to a security interest in favor of Lender, the account shall be a good and valid account representing an undisputed, bona fide indebtedness incurred by the account debtor, for merchandise held subject to delivery instructions or previously shipped or delivered pursuant to a contract of sale, or for services previously performed by Grantors with or for the account debtor. So long as this Agreement remains in effect, Grantors shall not, without lender's prior written consent, compromise, settle, adjust, or extend payment under or with regard to any such accounts. There shall be no setoffs or counterclaims against any of the Collateral, and no agreement shall have been made under which any deductions or discounts may be claimed concerning the Collateral except those disclosed to Lender in writing.

**Location of the Collateral.** Except in the ordinary course of Grantors' business, including, without limitation, the sales of inventory or the collection of accounts, Grantors agree to keep the Collateral (or to the extent the Collateral consists of intangible property such as accounts or general intangibles), the records concerning the Collateral at Grantors' present business address or at such other locations as are acceptable to Lender. Upon Lender's request, Grantors will deliver to Lender in form satisfactory to Lender a schedule of real properties and Collateral locations relating to Grantors' operations, including without limitation, the following: (1) all real property Grantors own or are in the process of purchasing; (2) all real property Grantors are renting or leasing; (3) all storage facilities Grantors own, rent, lease, or use; and (4) all other properties where Collateral is or may be located.

**Removal of the Collateral.** Except in the ordinary course of Grantors' business, including, without limitation, the sales of inventory or the collection of accounts, Grantors shall not remove the Collateral from its existing location without Lender's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed. Except in the ordinary course of Grantors' business, to the extent that the Collateral consists of vehicles, or other titled property, Grantors shall not take or permit any action which would require application for certificates of title for the vehicles outside the State of Ohio, without Lender's prior written consent. Grantors shall, whenever requested, advise lender of the exact location of the Collateral.

**Transactions Involving Collateral.** Except for inventory sold or accounts collected in the ordinary course of Grantors' business, or as otherwise provided for in this Agreement, Grantors shall not sell, offer to sell, or otherwise transfer or dispose of the Collateral. While no Event of Default exists under this Agreement or the Loan Documents, Grantors may sell inventory in the ordinary course of Grantors' business. A sale in the ordinary course of Grantors' business does not include a transfer in partial or total satisfaction of a debt or any bulk sale. Except for the Permitted Liens and the security interest provided for in this Agreement, Grantors shall not pledge, mortgage, encumber, or otherwise permit the Collateral to be subject to any lien, security interest, encumbrance, or charge, without the prior written consent of Lender. Unless waived by Lender, all proceeds from any disposition of the Collateral (for whatever reason) shall be held in trust for Lender and shall not be commingled with any other funds; provided however, this requirement shall not constitute consent by Lender to any sale or other disposition. Upon receipt, Grantors shall immediately deliver any such proceeds to Lender.

**Title.** Except for the Permitted Liens and the security interest provided for in this Agreement, Grantors represent and warrant to Lender that Grantors hold good and marketable title to the Collateral, free and clear of all liens and encumbrances. Except for the Permitted Liens, no financing statement covering any of the Collateral is on file in any public office other than those which reflect the security interest created by this Agreement or to which Lender has specifically consented. Grantors shall defend Lender's rights in the Collateral against the claims and demands of all other persons other than liens that are Permitted Liens.

**Repairs and Maintenance.** Grantors agree to keep and maintain, and to cause others to keep and maintain, the Collateral in good order, repair and condition at all times while this Agreement or any Loan Document remains in effect. Grantors further agree to pay when due all claims for work done on, or services rendered or material furnished in connection with the Collateral so that no lien or encumbrance may ever attach to or be filed against the Collateral.

**Inspection of Collateral.** Lender and Lender's designated representatives and agents shall have the right at all reasonable times to examine and inspect the Collateral wherever located, upon two (2) days advance written notice to Grantors (except when an Event of Default has occurred and is continuing, in which case no advance notice is required), but in no event more than two (2) times in any one calendar year at Grantor's expense.

**Taxes, Assessments, and Liens.** Grantors will pay when due all taxes, assessments, and liens upon the Collateral, its use or operation, upon this Agreement, upon any promissory note or notes evidencing the indebtedness, or upon any of the Loan Documents. Notwithstanding the foregoing, Grantors may withhold any such payment or may elect to contest any lien if Grantors are in good faith conducting an appropriate proceeding to contest the obligation to pay and so long as Lender's interest in the Collateral is not jeopardized in Lender's sole opinion. If the Collateral is subjected to a lien which is not discharged within fifteen (15) days, Grantors shall deposit with lender cash, a sufficient corporate surety bond, or other security or arrangement satisfactory to Lender in an amount adequate to provide for the discharge of the lien plus any interest, costs, attorneys' fees, or other charges that could accrue as a result of foreclosure or sale of the Collateral, as determined by lender in its sole and absolute discretion. In any contest, Grantors shall defend themselves and Lender and shall satisfy any final adverse judgment before enforcement against the Collateral. Grantors shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings. Upon the written request of Lender, Grantors further agree to furnish Lender with evidence that such taxes, assessments, and governmental and other charges have been paid in full and in a timely manner. Grantors may withhold any such payment or may elect to contest any lien if Grantors are in good faith conducting an appropriate proceeding to contest the obligation to pay and so long as Lender's interest in the Collateral is not jeopardized.

**Compliance with Governmental Requirements.** Grantors shall comply promptly in all material respects with all laws, ordinances, rules and regulations of all governmental authorities, now or hereafter in effect, applicable to the ownership, production, disposition, or use of the Collateral, including all laws or regulations relating to the undue erosion of highly- erodible land or relating to the conversion of wetlands for the production of an agricultural product or commodity. Grantors may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Lender's interest in the Collateral, in Lender's opinion, is not jeopardized.

**Hazardous Substances.** Except as set forth on Exhibit B, Grantors represent and warrant that to Grantor's knowledge the Collateral never has been, and never will be so long as this Agreement remains a lien on the Collateral, used in violation in any material respect of any Environmental Laws or (except in compliance with Environmental Laws in all material respects) for the generation, manufacture, storage, transportation, treatment, disposal, release, or threatened release of any Hazardous Substance. Grantors hereby (1) release and waive any future claims against Lender for indemnity or contribution in the event Grantors become liable for cleanup or other costs under any Environmental Laws, and (2) agree to indemnify, defend, and hold harmless Lender against any and all claims and losses resulting from a breach of this provision of this Agreement. This obligation to indemnify and defend shall survive the payment of the Indebtedness and the satisfaction of this Agreement. Notwithstanding the foregoing, such indemnities shall not apply (a) to the Lender to the extent that the subject of the Indemnification is caused by or arises out of the negligence, gross negligence, or willful misconduct of the Lender; and (b) to the extent that the subject of the indemnification arises as a result of actions or events occurring after possession of the Collateral is no longer held by the Grantors.

**Maintenance of Casualty Insurance.**

(a) Grantors shall maintain at all times on the Collateral, at Grantors' expense, the following insurance coverages (together, "Required Insurance"): (i) property insurance and/or equivalent vehicle physical damage insurance protecting the Collateral for its full replacement value, naming Lender as a loss payee on a "Lender's Loss Payable" endorsement; (ii) general liability insurance and/ or equivalent vehicle liability insurance in amounts reasonably acceptable to Lender, naming Lender as an additional insured; and (iii) such other insurance coverages as Lender shall reasonably require in such amounts and against such risks as shall be reasonably satisfactory to Lender. Grantors further agree that the property insurer must have an A.M. Best's Key Rating of at least "B+".

(b) Required Insurance shall not have a deductible amount in excess of Twenty-Five Thousand Dollars (\$25,000.00) or other policy limitations unsatisfactory to Lender without the express written consent of Lender. The insurance policy for any Required Insurance shall provide that the insurer provide Lender with a minimum of ten (10) days advance written notice of any alteration, cancellation, or other modification of the insurance policy. In addition, Grantors shall give Lender written notice of any alteration, cancellation, or other modification of the insurance policy for any Required Insurance within ten (10) days after Grantors become aware of the same. Grantors shall, upon request, provide to Lender a certificate or other evidence satisfactory to Lender that Required Insurance coverage is in effect; provided, however that Lender shall be under no duty to ascertain as to the existence or adequacy of such insurance. The Required Insurance maintained by Grantors shall be primary without any right of contribution from insurance which may be maintained by Lender.

(c) Lender shall have the exclusive right, and Grantors hereby appoint Lender as Grantors' attorney-in-fact (coupled with an interest), to make and settle any claims under, receive any payments on, and execute and endorse any documents, checks or drafts respecting to any Required Insurance (and proceeds therefrom) regarding the Collateral. In the event any proceeds of Required Insurance are paid or payable with respect to any unit of Collateral, such insurance proceeds shall be applied (at Lender's option) toward: (i) the replacement, restoration or repair of such Collateral; or (ii) satisfaction of Grantors' obligations hereunder.

(d) Within ten (10) days after Grantors become aware of the same, Grantors agree to give written notice to Lender as to any damage to, or loss of, the Collateral or material damage or personal injury caused by the Collateral. Grantors shall, at their own expense and cost, have the duty and responsibility to make all proofs of loss and take all other steps necessary to effect collections from underwriters for any loss under any of the Required Insurance policies. If the Collateral is to be subleased or used by others (subject to Lender's prior written approval), a special insurance endorsement may be required by Lender to permit such use. If Grantors do not maintain Required Insurance, Lender may, in its sole discretion, but is not required to, obtain insurance from an insurer of Lender's choosing in such forms and amounts as Lender deems reasonable to protect Lender's interests after giving Grantors any notice required by applicable law. Such insurance may cover some or all of the risks required to be covered by Required Insurance as Lender shall determine, and Lender may elect to cover only itself and its insurable interests with respect to the Collateral and not name Grantors as insureds or otherwise cover Grantors' interests. Such insurance will not give Grantors any liability insurance coverage, will not meet the requirements of a state's financial responsibility law, and may not separately insure Grantors' interest in the Collateral. Grantors agree to pay Lender periodic charges for such insurance ("Insurance Charges") that include the following: a premium that may be higher than if Grantors maintained Required Insurance; interest up to 1.5% per month on any premium advances made by Lender or Lender's agents or affiliates; and billing, servicing and processing fees of Lender or Lender's agents or affiliates. Each of the Insurance Charges may generate a profit to Lender and Lender's agents or affiliates. If Grantors fail to pay billed Insurance Charges within thirty (30) days of their due date, Lender may, in its sole discretion, (i) pay the Insurance Charges by adding them to the balance of the Note, or by applying funds paid under the Note or debiting Grantors' account under any previously authorized automatic payment or other authorization or (ii) cancel such insurance. Lender shall discontinue billing Insurance Charges upon receipt of evidence

satisfactory to Lender of Required Insurance. Grantors agree to arbitrate any dispute with Lender or Lender's agents or affiliates regarding Required Insurance, insurance provided by Lender or Lender's agents or Insurance Charges under the rules of the American Arbitration Association in Columbus, Ohio; provided however, such agreement does not authorize class arbitration.

**Financing Statements.** Grantors authorize Lender to file a UCC financing statement or statements, or alternatively, a copy of this Agreement to perfect Lender's security interest in the Collateral. At Lender's request, each Grantor additionally agrees to sign all other documents that are necessary to perfect, protect, and continue Lender's security interest in the Property. Grantors will pay all filing fees, title transfer fees, and other fees and costs involved unless prohibited by law or unless Lender is required by law to pay such fees and costs. Grantors irrevocably appoint Lender to execute documents necessary to transfer title if there is an Event of Default and during the continuance thereof.

If any Grantor changes its name or address, or the name or address of any person granting a security interest under this Agreement change, Grantors will promptly notify the Lender of such change.

**GRANTORS' RIGHT TO POSSESSION AND TO COLLECT ACCOUNTS.** Until the occurrence of and during the continuation of an Event of Default hereunder or under the Loan Documents, and except as otherwise provided below with respect to accounts, Grantors may have possession of the tangible personal property and beneficial use of all the Collateral and may use it in any lawful manner not inconsistent with this Agreement or the Loan Documents, provided that Grantors' right to possession and beneficial use shall not apply to any Collateral where possession of the Collateral by Lender is required by law to perfect Lender's security interest in such Collateral. Until otherwise notified by Lender after the occurrence and during the continuance of an Event of Default, Grantors may collect any of the Collateral consisting of accounts. At any time after the occurrence of and during the continuation of an Event of Default, Lender may exercise its rights to collect the accounts and to notify account debtors to make payments directly to Lender for application to the Indebtedness. If Lender at any time has possession of any Collateral, whether before or after an Event of Default, Lender shall exercise reasonable care in the custody and preservation of the Collateral and Lender shall take such action for that purpose as Grantors shall request, but failure to honor any request by Grantors shall not of itself be deemed to be a failure to exercise reasonable care. Lender shall not be required to take any steps necessary to preserve any rights in the Collateral against prior parties, nor to protect, preserve or maintain any security interest given to secure the Indebtedness.

**LENDER'S EXPENDITURES.** If any action or proceeding is commenced that would materially affect Lender's interest in the Collateral, or at any time after the occurrence of and during the continuation of an Event of Default, Lender on Grantors' behalf may (but shall not be obligated to) take any action that Lender deems appropriate in its reasonable discretion, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Collateral and paying all costs for insuring, maintaining, and preserving the Collateral. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the highest rate charged under the Notes (including at any time after the occurrence of and during the continuation of an Event of Default the Default Rate) from the date incurred or paid by Lender to the date of repayment by Grantors. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Notes and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Notes; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Agreement also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

**DEFAULT.** Each Event of Default as set forth in the Business Loan Agreement shall constitute an Event of Default under this Agreement.

**RIGHTS AND REMEDIES ON DEFAULT.** At any time after the occurrence of and during the continuation of an Event of Default under this Agreement, Lender shall have all the rights of a secured party under the Ohio Uniform Commercial Code. In addition and without limitation, Lender may exercise any one or more of the following rights and remedies:

**Accelerate Indebtedness.** Lender may declare the entire Indebtedness, immediately due and payable, without notice of any kind to Grantors.

**Assemble Collateral.** Lender may require Grantors to deliver to Lender all or any portion of the Collateral and any and all certificates of title and other documents relating to the Collateral. Lender may require Grantors to assemble the Collateral and make it available to Lender at a place to be designated by Lender. Lender also shall have full power to enter upon the property of Grantors to take possession of and remove the Collateral. In the event that the Collateral is not segregated from property which is not secured by this Agreement, or if such property is not identifiably distinct from the Collateral, Lender may take such other property, provided that Lender notifies the Grantors and makes reasonable efforts, with the cooperation of Grantors, to identify such property which is not part of the Collateral and to return such property to Grantors.

**Sell the Collateral.** Lender shall have full power to sell, lease, transfer, or otherwise deal with the Collateral or proceeds thereof in Lender's own name or that of Grantor. Lender may sell the Collateral at public auction or private sale. Unless the Collateral threatens to decline speedily in value or is of a type customarily sold on a recognized market, Lender will give Grantors, and other persons as required by law, reasonable notice of the time and place of any public sale or the time after which any private sale or any other disposition of the Collateral is to be made. The requirements of reasonable notice shall be met if such notice is given at least ten (10) days before the time of the sale or disposition. All expenses relating to the disposition of the Collateral, including without limitation the expenses of retaking, holding, insuring, preparing for sale, and selling the Collateral, shall become a part of the Indebtedness secured by this Agreement and shall be payable on demand with interest at the default interest rate applicable under the Note from date of expenditure until it is repaid.

**Appoint Receiver.** Lender shall have the right to have a receiver of its choosing appointed to take possession of all or any part of the Collateral, with the power to protect and preserve the Collateral, to operate the collateral preceding foreclosure or sale, and to collect the rents from the Collateral and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Collateral exceeds the Indebtedness by a substantial amount.

**Collect Revenues, Apply Accounts.** Lender either itself or through a receiver, may collect the payments, rents, income, and revenues from the Collateral. Lender may at any time in Lender's discretion transfer Collateral into Lender's own name or that of Lender's nominee and receive the payments, rents, income, and revenues therefore and hold the same as security for the Indebtedness or apply it to payment of the Indebtedness in such order of preference as Lender may determine. Insofar as the Collateral consists of accounts, general intangibles, insurance policies, instruments, chattel paper, choses in actions, or similar property, Lender may demand, collect, receipt for, settle, compromise, adjust, sue for, foreclose, or realize on the Collateral as Lender may determine. For these purposes, Lender may, on behalf of and in the name of Grantors, receiver, open and dispose of mail addressed to Grantors; change any address to which mail and payments are sent; and endorse notes, checks, drafts, money orders, documents of title, instruments, and items pertaining to payment, shipment, or storage of any Collateral. To facilitate collection, Lender may notify account debtors and obligors on any Collateral to make payments directly to Lender.

**Obtain Deficiency.** If Lender chooses to sell any or all of the Collateral, Lender may obtain a judgment against Grantors for any deficiency remaining on the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this Agreement. Grantors shall be liable for a deficiency even if the transaction described in this subsection is a sale of accounts or chattel paper.

**Other Rights and Remedies.** Lender shall have all the rights and remedies of a secured creditor under the provisions of the Uniform Commercial Code, as may be amended from time to time. In addition, Lender shall have and may exercise any or all other rights and remedies it may have available at law, in equity, or otherwise.

**Election of Remedies.** Except as may be prohibited by applicable law, all of Lender's rights and remedies, whether evidenced by his Agreement, the Loan Documents, or by any other writing, shall be cumulative and may be exercised singularly or concurrently. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantors under this Agreement, after Grantors' failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

**Commercial Reasonableness.** To the extent that any applicable law imposes duties on Lender to exercise remedies in a commercially reasonable manner, each Grantor acknowledges and agrees that it is not commercially unreasonable for Lender (i) to fail to incur expenses reasonably deemed significant by Lender to prepare the Collateral for disposition or otherwise to complete raw material or work in process into finished goods or other finished products for disposition, (ii) to fail to obtain third party consents for access to Collateral to be disposed of, or to obtain or, if not required by other law, to fail to obtain governmental or third party consents for the collection or disposition of the Collateral to be collected or disposed of, (iii) to fail to exercise collection remedies against customers or other persons obligated on the Collateral or to remove liens on or any adverse claims against the Collateral, (iv) to exercise collection remedies against customers and other persons obligated on the Collateral directly or through the use of collection agencies and other collection specialists, (v) to advertise dispositions of the Collateral through publications or media of general circulation, whether or not the Collateral is of a specialized nature, (vi) to contact other persons, whether or not in the same business as any Grantor, for expressions of interest in acquiring all or any portion of such Collateral, (vii) to hire one or more professional auctioneers to assist in the disposition of the Collateral, whether or not the Collateral is of a specialized nature, (viii) to dispose of Collateral by utilizing internet sites that provide for the auction of assets of the types included in the Collateral or that have the reasonable capacity of doing so, or that match buyers and sellers of assets, (ix) to dispose of assets in wholesale rather than retail markets, (x) to disclaim disposition warranties, such as title, possession or quiet enjoyment, (xi) to purchase insurance or credit enhancements to insure Lender against risks of loss, collection or disposition of the Collateral or to provide to Lender a guaranteed return from the collection or disposition of the Collateral, or (xii) to the extent deemed appropriate by Lender, to obtain the services of other brokers, investment bankers, consultants and other professionals to assist Lender in the collection or disposition of any of the Collateral. Without limitation upon the foregoing, nothing contained in this paragraph shall be construed to grant any rights to any Grantor or to impose any duties on Lender that would not have been granted or imposed by this Agreement or by applicable law in the absence of this paragraph.

**DEFINITIONS.** The following capitalized words and terms shall have the following meanings when used in this Agreement. Definitions set forth in the Loan Documents, will apply to words used in this Agreement which are not defined below. Unless specifically stated to the contrary, all references to dollar amounts shall mean amount in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Agreement or the Loan Documents shall have the meanings attributed to such terms in the Uniform Commercial Code:

**Agreement.** The word "Agreement" means this Commercial Security Agreement, as this Commercial Security Agreement may be amended or modified from time to time, together with all exhibits and schedules attached to this Commercial Security Agreement from time to time.

**Borrowers.** The word "Borrowers" means MAC Trailer Enterprises, Inc., MAC Trailer Manufacturing, Inc., MAC Manufacturing, Inc., MAC Trailer Service, Inc., MAC Trailer Sales, Inc., MAC International, Inc., MAC Trailer Realty, Inc., MAC LTT, Inc., MAC LTT, LLC, Quaker Realty,



LLC, MAC LTT Manufacturing, Inc., MAC Waste Trailer, Inc., MAC Trailer Aftermarket Parts, Inc., MAC Trailer Texas, Inc. aka MAC-T of Texas, Inc., MAC Trailer of Oklahoma, Inc., and all of their successors and assigns.

**Business Loan Agreement.** The words "Business Loan Agreement" means the Third Amended and Restated Business Loan Agreement entered into between Borrowers and Lender, of even date herewith.

**Collateral.** The word "Collateral" means all of Grantors' right, title and interest in and to all the Collateral as described in the Collateral Description section of this Agreement.

**Default.** The word "Default" means the Default set forth in this Agreement in the section titled "Default."

**Environmental Laws.** The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

**Event of Default.** The words "Event of Default" mean any of the events of default set forth in this Agreement in section titled "Default."

**Grantor and Grantors.** The word "Grantor" means the following individually, and the word "Grantors" means the following collectively: MAC Trailer Enterprises, Inc., MAC Trailer Manufacturing, Inc., MAC Manufacturing, Inc., MAC Trailer Service, Inc., MAC Trailer Sales, Inc., MAC International, Inc., MAC Trailer Realty, Inc., MAC LTT, Inc., MAC LTT, LLC, Quaker Realty, LLC, MAC LTT Manufacturing, Inc., MAC Waste Trailer, Inc., MAC Trailer Aftermarket Parts, Inc., MAC Trailer Texas, Inc. aka MAC-T of Texas, Inc., and MAC Trailer of Oklahoma, Inc.

**Hazardous Substances.** The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

**Indebtedness.** The word "Indebtedness" shall have the meaning ascribed in the Business Loan Agreement.

**Lender.** The word "Lender" means THE HUNTINGTON NATIONAL BANK, its successors and assigns.

**Loan.** The words "Loan" or "Loans" means (A) Revolving Line of Credit Loan in the principal amount not to exceed \$25,000,000.00, as evidenced by a Fourth Amended Revolving Line of Credit Note dated May 24, 2019 ("Line of Credit Note"), (B) Term Loan in the principal amount of \$5,360,000.00 as evidenced by a Term Loan Note dated May 24, 2019 ("Term Loan Note I"), (C) Term Loan in the principal amount of \$1,999,999.90 as evidenced by an Amended Term Note dated June 30, 2017, as amended ("Term Loan Note II"), (D) Term Loan in the principal amount of \$2,669,047.56 as evidenced by an Amended Term Loan Note dated June 30, 2017, as amended ("Term Loan Note III"), (E) Term Loan in the principal amount of \$4,112,000.00 as evidenced by the Amended Term Note dated May 24, 2019 ("Term Loan Note IV"), (F) Term Loan in the principal amount of \$1,142,857.20 as evidenced by the Term Loan Note ("Term Loan Note VI") executed on June 30, 2017, as amended, (G) CAPEX Line of Credit in the principal amount not to exceed \$3,000,000.00 as evidenced by the CAPEX Line of Credit Note I executed on June 30, 2017, as amended ("CAPEX Line of Credit I"); (H) CAPEX Line of Credit in the principal amount not to exceed \$3,000,000.00 as evidenced by the CAPEX Line of Credit Note II executed on January 31, 2019 ("CAPEX Line of Credit II") together with all renewals of, extensions of, modifications of, refinancings of, replacements of consolidations of, and substitutions.

**Loan Documents.** The words "Loan Documents" shall have the meaning ascribed in the Third Amended and Restated Business Loan Agreement.

**Note or Notes.** The words "Note" or "Notes" mean collectively or individually: the Revolving Line of Credit Note, Term Loan Note I, Term Loan Note II, Term Loan Note III Term Loan Note IV, Term Loan VI Note, CAPEX Line of Credit Note I, and CAPEX Line of Credit Note II, together with all renewals of, extensions of, modifications of, refinancings of, replacements of, consolidations of, and substitutions for such notes or credit agreements.

**Permitted Liens.** The words "Permitted Liens" mean any liens permitted pursuant to the terms of any Loan Documents or any Related Documents and any liens as set forth on Exhibit A as attached hereto and incorporated herein.

**Property.** The word "Property" means all of Grantors' right, title and interest in and to all of the property described in the "Collateral Description" section of this Agreement.

**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents whether now or hereafter existing, executed in connection with the Indebtedness.

All capitalized words included in this Commercial Security Agreement, except those words that are specifically defined in this Commercial Security Agreement, shall have the meaning set forth in the Business Loan Agreement.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Agreement:

**Amendments.** This Agreement, together with any Loan Document, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

**Attorneys' Fees; Expenses.** Grantors agree to pay upon demand all of Lender's reasonable costs and expenses, including Lender's reasonable attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Agreement. Lender may hire or pay someone else to help enforce this Agreement, and Grantors shall pay the reasonable costs and expenses of such enforcement. Costs and expenses include Lender's reasonable attorneys' fees and legal expenses whether or not there is a lawsuit, including reasonable attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or Injunction), appeals, and any anticipated post-judgment collection services. Grantors also shall pay all court costs and such additional fees as may be directed by the court. All of Lender's costs and expenses set forth in this paragraph shall be part of the Indebtedness secured by the Collateral, and shall bear interest at the default rate provided in the Notes.

**Caption Headings.** Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

**Governing Law.** This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Ohio without regard to its conflicts of law provisions. This Agreement has been accepted by Lender in the State of Ohio.

**No Waiver by Lender.** Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of dealing between Lender and Grantors, shall constitute a waiver of any of Lender's rights or of any of Grantors' obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and except as otherwise provided in this Agreement, in all cases such consent may be granted or withheld in the sole discretion of Lender.

**Notices.** Any notice required to be given under this Agreement shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), one day after being deposited with a nationally recognized overnight courier, or, if mailed, three days after being deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Agreement. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantors agree to keep Lender informed at all times of Grantors' current address. Unless otherwise provided or required by law, any notice given by Lender to Borrowers' Agent is deemed to be notice given to all Grantors.

**Power of Attorney.** Grantors hereby appoint Lender as Grantors' irrevocable attorney-in-fact for the purpose of executing any documents necessary to perfect, amend, or to continue the security interest granted in this Agreement or to demand termination of filings of other secured parties. Lender may at any time, and without further authorization from Grantors, file a carbon, photographic or other reproduction of any financing statement or of this Agreement for use as a financing statement. Grantors will reimburse Lender for all expenses for the perfection and the continuation of the perfection of Lender's security interest in the Collateral.

**Severability.** If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid, and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity, or enforceability of any other provision of this Agreement.

**Successors and Assigns.** Subject to any limitations stated in this Agreement on transfer of Grantors' interest, this Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns. Except in connection with the Permitted Liens, if ownership of the Collateral becomes vested in a person other than Grantors, Lender, without notice to Grantors, may deal with Grantors'

successors with reference to this Agreement and the Indebtedness by way of forbearance or extension without releasing Grantors from the obligations of this Agreement or liability under the Indebtedness.

**Survival of Representations and Warranties.** All representations, warranties, and agreements made by Grantors in this Agreement shall survive the execution and delivery of this Agreement, shall be continuing in nature, and shall remain in full force and effect until such time as the Indebtedness shall be paid in full.

**Time is of the Essence.** Time is of the essence in the performance of this Agreement.

**Waive Jury.** All parties to this Agreement hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

[Signature Page to Follow]

GRANTORS HAVE READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS COMMERCIAL SECURITY AGREEMENT AND AGREES TO ITS TERMS. THIS AGREEMENT IS DATED MAY 24, 2019.

**GRANTORS:**

MAC TRAILER MANUFACTURING, INC.

By:   
Michael A. Conny, President

QUAKER REALTY, LLC

By:   
Michael A. Conny, President

MAC MANUFACTURING, INC.

By:   
Michael A. Conny, President

MAC LTT, LLC

By:   
Michael A. Conny, CEO


MAC TRAILER SERVICE, INC.

By:   
Michael A. Conny, President

MAC LTT MANUFACTURING, INC.

By:   
Michael A. Conny, CEO

MAC TRAILER ENTERPRISES, INC.

By:   
Michael A. Conny, President

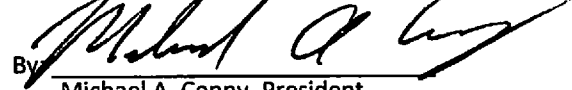
MAC LTT, INC.

By:   
Michael A. Conny, CEO

MAC INTERNATIONAL, INC.

By:   
Michael A. Conny, President


MAC TRAILER SALES, INC.

By:   
Michael A. Conny, President

MAC TRAILER REALTY, INC.

By:   
Michael A. Conny, President

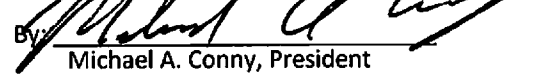
MAC Waste Trailer, Inc.

By:   
Michael A. Conny, President

MAC TRAILER AFTERMARKET PARTS, Inc.

By:   
Michael A. Conny, President

MAC Trailer Texas, Inc. aka MAC-T of Texas, Inc.

By:   
Michael A. Conny, President

MAC Trailer of Oklahoma, Inc.

By:   
Michael A. Conny, President

604016



**EXHIBIT A**

**PERMITTED LIENS**

UCC File Number	Date	Debtor Party(ies)	Secured Party	Collateral Description
1) 591054307	6/24/13 12/16/16 Continued	MAC LTT Manufacturing, Inc.	The Huntington National Bank	All inventory, equipment, accounts (including but not limited to all health-care-insurance receivables), chattel paper, instruments (including but not limited to all promissory notes), letter-of-credit rights, letters of credit, documents, deposit accounts, investment property, money, other rights to payment and performance, and general intangibles (including but not limited to all software and all payment intangibles); all oil, gas and other minerals before extraction; all oil, gas, other minerals and accounts constituting as-extracted collateral; all fixtures; all timber to be cut; all attachments, accessions, accessories, fittings, increases, tools, parts, repairs, supplies, and commingled goods relating to the foregoing property; and all additions, replacements of and substitutions for all or any part of the foregoing property; all insurance refunds relating to the foregoing property; all good will relating to the foregoing property; all records and data and embedded software relating to the foregoing property; and all equipment, inventory and software to utilize, create, maintain and process any such records and data on electronic media; and all supporting obligations relating to the foregoing property; all whether now existing or hereafter arising, whether now owned or hereafter acquired or whether now or hereafter subject to any rights in the foregoing property; and all products and proceeds (including but not limited to all insurance payments) of or relating to the foregoing property.

TRADEMARK

REEL: 006663 FRAME: 0492

UCC File Number	Date	Debtor Party(ies)	Secured Party	Collateral Description
2) 160711316515	7/11/16	MAC LTT Manufacturing, Inc.	The Huntington National Bank	<p>All inventory, equipment, accounts (including but not limited to all health-care insurance receivables) chattel paper, instruments (including but not limited to all promissory notes), letter-of-credit rights, letters of credit, documents, deposit accounts, investment property, money, other rights to payment and performance, and general intangibles (including but not limited to all software and all payment intangibles); all royalties and other financial benefits associated with minerals, gas and oil; all fixtures; all attachments, accessions, accessories, fittings, increases, tools, parts, repairs, supplies, and commingled goods relating to the foregoing property, and all additions, replacements of and substitutions for all or any part of the foregoing property; all insurance refunds relating to the foregoing property; all good will relating to the foregoing property; all claims, causes of action relating to the foregoing property; all records and data and embedded software relating to the foregoing property, and all equipment, inventory and software to utilize, create, maintain and process any such records and data on electronic media; and all supporting obligations relating to the foregoing property; all whether now existing or hereafter arising, whether now owned or hereafter acquired or whether now or hereafter subject to any rights in the foregoing property; and all products and proceeds (including but not limited to all insurance payments) of or relating to the foregoing property.</p> <p>In addition, the word "Collateral" also includes all the following, whether now owned or hereafter acquired, whether now existing or hereafter arising, and wherever located:</p> <p>(A) All accessions, attachments, accessories, tools, parts, supplies, replacements of and additions to any of the property described in this Collateral Description section, whether added now or later.</p> <p>(B) All products and produce of any of the property described in this Collateral Description section.</p> <p>(C) All accounts, general intangibles, instruments, rents, monies, payments, and all other rights, arising out of a sale, lease, consignment or other disposition of any of the property described in this Collateral Description section.</p> <p>(D) All proceeds (including insurance proceeds) from the sale, destruction, loss, or other disposition of any of the property described in this Collateral Description section, and sums due from a third party who has damaged or destroyed the Collateral or from that party's insurer, whether due to judgment, settlement or other process.</p> <p>(E) All records and data relating to any of the property described in this Collateral Description section, whether in the form of a writing, photograph, microfilm, microfiche, or electronic media, together with all of Grantor's right, title, and interest in and to all computer software required to utilize, create, maintain, and process any such records or data on electronic media.</p>
02273494-1 / 09003-00-0256		13		

UCC File Number	Date	Debtor Party(ies)	Secured Party	Collateral Description
3)	1710201783765	MAC LTT Manufacturing, Inc.	HYG Financial Services, Inc.	All of the equipment now or hereafter leased by Lessor to Lessee; and all accessions, additions, replacements, and substitutions thereto and therefore; and all proceeds including insurance proceeds thereof.
4)	1902122435213	MAC LTT Manufacturing, Inc.	The Huntington National Bank	(See Attached Exhibit)
5)	OH00132449817	MAC Trailer Sales, Inc.	The Huntington National Bank	All inventory, equipment, accounts (including but not limited to all health-care-insurance receivables), chattel paper, instruments (including but not limited to all promissory notes), letter-of-credit rights, letters of credit, documents, deposit accounts, investment property, money, other rights to payment and performance, and general intangibles (including but not limited to all software and all payment intangibles); all oil, gas and other minerals before extraction; all oil, gas, other minerals and accounts constituting as-extracted collateral; all fixtures; all timber to be cut; all attachments, accessions, accessories, fittings, increases, tools, parts, repairs, supplies, and commingled goods relating to the foregoing property; and all additions, replacements of and substitutions for all or any part of the foregoing property; all insurance refunds relating to the foregoing property; all good will relating to the foregoing property; all records and data and embedded software relating to the foregoing property; and all equipment, inventory and software to utilize, create, maintain and process any such records and data on electronic media; and all supporting obligations relating to the foregoing property; all whether now existing or hereafter arising, whether now owned or hereafter acquired or whether now or hereafter subject to any rights in the foregoing property; and all products and proceeds (including but not limited to all insurance payments) of or relating to the foregoing property.

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	UCC File Number	Date	Debtor Party(ies)	Secured Party	Collateral Description
6)	OH00146559331	12/1/10  Continued  6/4/15	MAC Trailer Manufacturing, Inc.	The Huntington National Bank	All inventory, equipment, accounts (including but not limited to all health-care-insurance receivables), chattel paper, instruments (including but not limited to all promissory notes), letters-of-credit rights, letters of credit, documents, deposit accounts, investment property, money, other rights to payment and performance, and general intangibles (including but not limited to all software and all payment intangibles); all oil, gas and other minerals before extraction; all oil, gas, other minerals and accounts constituting as-extracted collateral; all fixtures; all timber to be cut; all attachments, accessions, accessories, fittings, increases, tools, parts, repairs, supplies, and commingled goods relating to the foregoing property, and all additions, replacements of and substitutions for all or any part of the foregoing property; all insurance refunds relating to the foregoing property; all good will relating to the foregoing property; all records and data and embedded software relating to the foregoing property, all equipment, inventory and software to utilize, create, maintain and process any such records and data on electronic media; and all supporting obligations relating to the foregoing property; all whether now existing or hereafter arising, whether now owned or hereafter acquired or whether now or hereafter subject to any rights in the foregoing property; and all products and proceeds (including but not limited to all insurance payments) of or relating to the foregoing property.

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UCC File Number	Date	Debtor Party(ies)	Secured Party	Collateral Description
7)	OH00147764549 1/24/11	MAC Trailer Manufacturing, Inc. MAC Trailer Enterprises, Inc. Amend. MAC Manufacturing, Inc. 2/24/14 MAC Trailer Realty, Inc. Continued MAC International, Inc. 7/28/15 MBR Trailer Sales, Inc. (n/k/a MAC Trailer Sales, Inc.) MAC Trailer Service, Inc.	The Huntington National Bank	BLANKET LIEN. - Notice of First Priority. Pursuant to Subordination Agreements entered into by and between the Secured Party, The Huntington National Bank (the "Bank") and Michael A. Conny, Jennifer Conny (collectively the "Subordinating Individuals"), MAC Trailer Manufacturing, Inc., MAC Trailer Enterprises, Inc., MAC Manufacturing, Inc., MAC Trailer Service, Inc., MBR Leasing, Inc., MAC International, Inc., and MAC Trailer Realty, Inc., the Subordinating Individuals irrevocably agreed to subordinate their interests in the Debtor's existing and future collateral to the Bank's security interest in the Debtor's existing and future collateral and in any and all cash and non-cash proceeds of the foregoing, such that the Bank's security interest in said existing and future collateral, as reflected in this UCC Financing Statement, shall in all respects and for all purposes be considered a first senior security interest having priority over the Subordinating Individuals' security interests.
8)	OH00154725829 12/8/11	MAC LTT, LLC Continued 6/3/16	Director of Development of the State of Ohio	The following describes the Collateral covered by this financing statement; all Terms used but not defined herein shall have the meaning assigned to them in the Open-Ended Mortgage, Security Agreement, Assignment of Leases and fixture filing dated as of December 1, 2011, between Debtor and Secured Party: (A) Lease entered into by MAC LTT, LLC, as lessor, and MAC LTT, Inc., as lessee, relating to the property described on Exhibit A attached hereto; (B) That certain Equipment, Lease Agreement entered into by MAC LTT, LCC, as lessor, and MAC LTT, Inc., as lessee, relating to the property described on Exhibit B attached hereto; and (C) all other leases of the capital collateral, together with all rentals and some due and to become due thereunder and further assigned to the Director each and every other lease, licenses, rental agreement or right to use the Project granted by the Borrower to any persons or organization and all rentals and sum due and to become due thereunder upon and during the continuance of an Event of Default. (Exhibit A and Exhibit B attached)

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	UCC File Number	Date	Debtor Party(ies)	Secured Party	Collateral Description
9)	OH00168229085	6/21/13  Continued 12/26/17	MAC Trailer Realty, Inc.  MAC LTT, Inc.  Quaker Realty, LLC	The Huntington National Bank	All inventory, equipment, accounts (including but not limited to all health-care-insurance receivables), chattel paper, instruments (including but not limited to all promissory notes), letter-of-credit rights, letters of credit, documents, deposit accounts, investment property, money, other rights to payment and performance, and general intangibles (including but not limited to all software and all payment intangibles), all royalties and other financial benefits associated with minerals, gas and oil; all fixtures; all attachments, accessions, accessories, fittings, increases, tools, parts, repairs, supplies, and commingled goods relating to the foregoing property, and all additions, replacements of and substitutions for all or any part of the foregoing property; all insurance refunds relating to the foregoing property; all good will relating to the foregoing property; all claims, causes of action relating to the foregoing property; all records and data and embedded software relating to the foregoing property, and all equipment, inventory and software to utilize, create, maintain and process any such records and data on electronic media; and all supporting obligations relating to the foregoing property; all whether now existing or hereafter arising, whether now owned or hereafter acquired or whether now or hereafter subject to any rights in the foregoing property; and all products and proceeds (including but not limited to all insurance payments) of or relating to the foregoing property.

TRADEMARK

REEL: 006663 FRAME: 0497

	UCC File Number	Date	Debtor Party(ies)	Secured Party	Collateral Description
10)	OH00168229196	6/21/13 Amend. 2/14/14 Continued 12/26/17	MAC Trailer Manufacturing, Inc. MAC Trailer Enterprises, Inc. MAC Manufacturing, Inc. MAC International, Inc. MBR Trailer Sales, Inc. (aka MAC Trailer Sales, Inc.) MAC Trailer Service, Inc.	The Huntington National Bank	All inventory, equipment, accounts (including but not limited to all health-care-insurance receivables), chattel paper, instruments (including but not limited to all promissory notes), letter-of-credit rights, letters of credit, documents, deposit accounts, investment property, money, other rights to payment and performance, and general intangibles (including but not limited to all software and all payment intangibles); all royalties and other financial benefits associated with minerals, gas and oil; all fixtures; all attachments, accessions, accessories, fittings, increases, tools, parts, repairs, supplies, and commingled goods relating to the foregoing property, and all additions, replacements of and substitutions for all or any part of the foregoing property; all insurance refunds relating to the foregoing property; all good will relating to the foregoing property; all claims, causes of action relating to the foregoing property; all records and data and embedded software relating to the foregoing property, and all equipment, inventory and software to utilize, create, maintain and process any such records and data on electronic media; and all supporting obligations relating to the foregoing property; all whether now existing or hereafter arising, whether now owned or hereafter acquired or whether now or hereafter subject to any rights in the foregoing property; and all products and proceeds (including but not limited to all insurance payments) of or relating to the foregoing property.

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REEL: 006663 FRAME: 0498

UCC File Number	Date	Debtor Party(ies)	Secured Party	Collateral Description
11) OH00168229207	6/21/13  Continued 12/26/17	MAC LTT, LLC	The Huntington National Bank	<p>All inventory, equipment, accounts (including but not limited to all health-care-insurance receivables), chattle paper, instruments (including but not limited to all promissory notes), letter-of-credit rights, letters of credit, documents, deposit accounts, investment property, money, other rights to payment and performance, and general intangibles (including but not limited to all software and all payment intangibles); all royalties and other financial benefits associated with minerals, gas and oil; all fixtures; all attachments, accessions, accessories, fittings, increases, tools, parts, repairs, supplies, and commingled goods relating to the foregoing property, and all additions, replacements of and substitutions for all or any part of the foregoing property; all insurance refunds relating to the foregoing property; all good will relating to the foregoing property; all claims, causes of action relating to the foregoing property; all records and data and embedded software relating to the foregoing property, and all equipment, inventory and software to utilize, create, maintain and process any such records and data on electronic media; and all supporting obligations relating to the foregoing property; all whether now existing or hereafter arising, whether now owned or hereafter acquired or whether now or hereafter subject to any rights in the foregoing property; and all products and proceeds (including but not limited to all insurance</p> <p>Notwithstanding anything contained in this Agreement (including, without limitation, the above provisions), the Business Loan Agreement or the Loan Documents, the "Collateral" which Grantor is granting to Lender a security interest shall not include any assets of Grantor in which the Director of Development of the State of Ohio has a security interest.9085</p>

UCC File Number	Date	Debtor Party(ies)	Secured Party	Collateral Description
12) OH00176601459	5/29/14	MBR Trailer Sales, Inc. (fka MAC Trailer Sales, Inc.)	Wells Fargo Bank, N.A.	The equipment described below and all equipment parts, accessories, substitutions, additions, accessions or replacements thereto and thereof, now or hereafter installed in, affixed to, or used in conjunction therewith and all proceeds thereof with all installment payments, insurance proceeds, or other proceeds and payments due and to become due arising from or relating to said equipment.
13) OH00176694030	6/2/14	MAC Trailer Enterprises, Inc.	The Huntington National Bank	1 - new 2014 - Clark Burden Carrier Passenger Car TRX4+2 serial number TRX246-0011-9918  COLLATERAL DESCRIPTION: The word "Collateral" means all goods and property described below, whether now existing or hereafter arising, and wherever located, and whether considered equipment, inventory, or fixtures under the UCC and all attachments, accessions, accessories, fittings, increases, tools, parts, repairs, supplies, and commingled goods relating to the foregoing property, all additions, replacement of and substitutions for all or any part of the foregoing property, all insurance refunds relating to the foregoing property; all good will relating to the foregoing property; all books, records and data and embedded software relating to the foregoing property, and all property and software to utilize, create, maintain and process any such records and data on electronic media; and all supporting obligations relating to the foregoing property, all whether now existing or hereafter acquired or whether now or hereafter subject to any rights in the foregoing property, and any and all products and proceeds (including but not limited to all insurance payments) of or relating to the foregoing property.
14) OH00179477164	9/16/14	MAC Trailer Realty, Inc.	Navitas Lease Corp SAOA	Head Press  Equipment Schedule A - See attached
15) OH00180581582	10/29/14	MAC Trailer Manufacturing, Inc.	U.S. Bank Equipment Finance	1 Copiers SP5210SF S9149200054; Together with all replacements, parts, repairs, additions, accessions and accessories incorporated therein or affixed or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries.

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REEL: 006663 FRAME: 0500

UCC File Number	Date	Debtor Party(ies)	Secured Party	Collateral Description
16) OH00181142412	11/21/14	MAC Trailer Enterprises, Inc.	The Huntington National Bank Equipment Finance Division	COLLATERAL DESCRIPTION. The word "Collateral" means all goods and property described below, whether now existing or hereafter arising, and wherever located, and whether considered equipment, inventory, or fixtures under the UCC and all attachments, accessories, accessories, fittings, increases, tools, parts, repairs, supplies, and commingled goods relating to the foregoing property, all additions, replacement of and substitutions for all or any part of the foregoing property, all insurance refunds relating to the foregoing property; all good will relating to the foregoing property; all books, records and data and embedded software relating to the foregoing property, and all property and software to utilize, create, maintain and process any such records and data on electronic media; and all supporting obligations relating to the foregoing property, all whether now existing of hereafter acquired or whether now or hereafter subject to any rights in the foregoing property, and any and all products and proceeds (including but not limited to all insurance payments) of or relating to the foregoing property.  Head Press 2
17) OH00184403550	4/9/15	MAC Trailer Manufacturing, Inc.	NMHG Financial Services, Inc.	All of the equipment now or hereafter leased by Lessor to Lessee; and all accessions, additions, replacements and substitutions thereto and therefore; and all proceeds including insurance proceeds thereof.
18) OH00186419989	6/11/15	MAC Trailer Realty, Inc.	Wells Fargo Bank, N.A.	The equipment described below and all equipment parts, accessories, substitutions, additions, accessions and replacements thereto and thereof, now or hereafter installed in, affixed to, or used in conjunction therewith and the proceeds thereof, together with all installment payments, insurance proceeds, other proceeds and payments due and to become due arising from or relating to said equipment.  2 New 2015 Linde H40D Forklift S/N H2X394F00744, H2X394F00761

	UCC File Number	Date	Debtor Party(ies)	Secured Party	Collateral Description
19)	OH00186561293	6/16/15	MAC Trailer Realty, Inc.	Wells Fargo Bank, N.A.	<p>The equipment described below and all equipment parts, accessories, substitutions, additions, accessions and replacements thereto and thereof, now or hereafter installed in, affixed to, or used in conjunction therewith and the proceeds thereof, together with all installment payments, insurance proceeds, other proceeds and payments due and to become due arising from or relating to said equipment.</p> <p>1-Combilit Forklift C80000S MKIII sn 27213</p>

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REEL: 006663 FRAME: 0502



UCC File Number	Date	Debtor Party(ies)	Secured Party	Collateral Description
20) OH00189531071	10/1/15	MAC Trailer Enterprises, Inc. MAC Trailer Manufacturing, Inc. MAC Manufacturing, Inc. MAC Trailer Service, Inc. MAC Trailer Sales, Inc. MAC International, Inc. MAC Trailer Realty, Inc. MAC LTT, Inc. Quaker Realty, LLC MAC LTT Manufacturing, Inc. MAC Trailer Aftermarket Parts, Inc. MAC Waste Trailer, Inc.	The Huntington National Bank	<p>All inventory, equipment, accounts (including but not limited to all health-care-insurance receivables), chattel paper, instruments (including but not limited to all promissory notes), letter of credit rights, letters of credit, documents, deposit accounts, investment property, money, other rights to payment and performance and general intangibles (including but not limited to all software and all payment intangibles), all royalties and other financial benefits associated with minerals, gas and oil, all futures, all attachments, accessions, accessories, fittings, increases, tools, parts, repairs, supplies and commingled goods relating to the foregoing property, and all additions, replacements of and substitutions for all or any part of the foregoing property, all insurance refunds relating to the foregoing property, all good will relating to the foregoing property, all claims, causes of action relating to the foregoing property, all records and data and embedded software relating to the foregoing property and all equipment inventory and data on electronic media, and all supporting obligations relating to the foregoing property, all whether now existing or hereafter arising, whether now owned or hereafter acquired or whether now or hereafter subject to any rights in the foregoing property, and all products and proceeds (including but not limited to all insurance payments) of or relating to the foregoing property. In addition, the word "Collateral" also includes the following whether now owned or hereafter acquired, whether now existing or hereafter arising and wherever located:</p> <p>(A) All accessions, attachments, accessories, tools, parts, supplies, replacements of and additions to any of the collateral described herein, whether added now or later (B) All products and produce of any of the property described in this Collateral section. (C) All accounts, general intangibles, instruments, rents, monies, payments, and all other rights, arising out of a sale, lease, consignment or other disposition of any of the property described in this Collateral section. (D) All proceeds (including insurance proceeds) from the sale, destruction, loss or other disposition of any of the property described in this Collateral section, and sums due from a third party who has damaged or destroyed the Collateral or from that party's insurer, whether due to judgment, settlement or other process. (E) All records and data relating to any of the property described in this Collateral section, whether in the form of a writing, photograph, microfilm, microfiche or electronic media, together with all of Grantors' right, title and interest in and to all computer software required to utilize, created, maintain, and process any such</p>

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UCC File Number	Date	Debtor Party(ies)	Secured Party	Collateral Description
21) OH00199894556	4/15/16	MAC Manufacturing, Inc.	De Lage Landen Financial Services, Inc.	All equipment leased or financed by secured party to or for debtor pursuant to secured party's contract number 100-10099283, together with all additions, attachments, accessories and substitutions to or for the same, and all proceeds of the foregoing lease number 100-10099283.
22) OH00201153915	5/23/16	MAC Trailer Enterprises, Inc.	TFG-Ohio, L.P.	All equipment, machinery, goods, personal and other property, however described, leased pursuant to Lease Schedule No. MACT_001 to Master Lease Agreement No. 2044186, between TFG-Ohio, L.P. and Debtor, as amended, whether now or hereafter existing, and wherever now or hereafter located, together with all accessories, attachments, accessions, parts, components, fixtures, repairs, modifications, additions, substitutions, replacements and exchanges thereof, and all related deliverables, intangible property, software (embedded or otherwise), general intangibles, intellectual property, license, collateral and other rights incorporated therein, attached thereto, associated therewith or arising therefrom, whether or not furnished by the Supplier thereof, and any and all proceeds, including proceeds of proceeds, thereof. This filing is made for informational purposes and not to suggest Secured party's interest is limited to a security interest only. Debtor has no independent right or authority to sell, sublease, transfer, assign, pledge, encumber or dispose of any of the foregoing or any interest therein.
23) OH00201683332	6/9/16	MAC Trailer Service, Inc.	Wells Fargo Bank, N.A.	The equipment described below and all equipment parts, accessions, substitutions, additions, accessions and replacements thereto and thereof, now or hereafter installed in, affixed to, or used in conjunction therewith and the proceeds thereof, together with all installment payments, insurance proceeds, other proceeds and payments due and to become due arising from or relating to said equipment:  1 new 2016 Clark CA0D Forklift S/N P455D-0499-9913

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REEL: 006663 FRAME: 0504

	UCC File Number	Date	Debtor Party(ies)	Secured Party	Collateral Description
24)	OH00202442040	7/8/16	MAC LTT, LLC MAC Trailer Realty, Inc. MAC LTT, Inc. MAC Trailer Aftermarket Parts, Inc. MAC Waste Trailer, Inc. Quaker Realty, LLC MAC Trailer Sales, Inc. MAC Trailer Enterprises, Inc. MAC Manufacturing, Inc. MAC Trailer Manufacturing, Inc. MAC Trailer Service, Inc. MAC International, Inc.	The Huntington National Bank	<p>All inventory, equipment, accounts (including but not limited to all health-care-insurance receivables), chattel paper, instruments (including but not limited to all promissory notes), letter-of-credit rights, letters of credit, documents, deposit accounts, investment property, money, other rights to payment and performance, and general intangibles (including but not limited to all software and all payment intangibles); all royalties and other financial benefits associated with minerals, gas and oil; all fixtures; all attachments, accessions, accessories, fittings, increases, tools, parts, repairs, supplies, and commingled goods relating to the foregoing property, and all additions, replacements of and substitutions for all or any part of the foregoing property; all insurance refunds relating to the foregoing property; all good will relating to the foregoing property; all claims, causes of action relating to the foregoing property; all records and data and embedded software relating to the foregoing property, and all equipment, inventory and software to utilize, create, maintain and process any such records and data on electronic media; and all supporting obligations relating to the foregoing property; all whether now existing or hereafter arising, whether now owned or hereafter acquired or whether now or hereafter subject to any rights in the foregoing property; and all products and proceeds (including but not limited to all insurance payments) of or relating to the foregoing property.</p> <p>In addition, the word "Collateral" also includes all the following, whether now owned or hereafter acquired, whether now existing or hereafter arising, and wherever located:</p> <p>(A) All accessions, attachments, accessories, tools, parts, supplies, replacements of and additions to any of the property described in this Collateral Description section, whether added now or later.</p> <p>(B) All products and produce of any of the property described in this Collateral Description section.</p> <p>(C) All accounts, general intangibles, instruments, rents, monies, payments, and all other rights, arising out of a sale, lease, consignment or other disposition of any of the property described in this Collateral Description section.</p> <p>(D) All proceeds (including insurance proceeds) from the sale, destruction, loss, or other disposition of any of the property described</p>
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REEL: 006663 FRAME: 0505

UCC File Number	Date	Debtor Party(ies)	Secured Party	Collateral Description
25) OH00202552629	7/12/16	MAC Waste Trailer, Inc.	Fronius USA, LLC	All welding equipment and other goods and services sold and/or delivered by Secured Party to debtor, whether or not bearing Secured Party's trademarks or trade names, whether existing now or in the future, held as inventory of otherwise, and the proceeds thereof.
26) OH00206630295	12/16/16	MAC Trailer Service, Inc.	De Lage Landen Financial Services, Inc.	All equipment of any make or manufacture, together with all accessories and attachments financed by or leased to Lessee by Lessor under Master Lease Agreement Number 992 and all proceeds thereof.
27) OH00206761242	12/21/16	Quaker Realty, LLC	Gopher Mats, LLC	Bailor will retain all rights and title to the mats ("Goods") and Bailee may not use the Goods or transfer or sell such Goods to any third party. Bailee will store certain Goods, owned by Bailor to 14909 Gaskill Drive, Alliance, OH 44601
28) OH00207079509	1/4/17	MAC Trailer Service, Inc.	De Lage Landen Financial Services, Inc.	(1) One 2017 Peterbilt 389L Truck with Caterpillar C15 Diesel Engine VIN: 1NPXGGGG60D410163, together with all components, additions, upgrades, attachments, accessions, substitutions, replacements and proceeds of the foregoing. This filing relates only to the aforementioned collateral, and is not intended to create or perfect a lien on all of the debtor's assets. 9331
29) OH00210544511	4/26/17	MAC Waste Trailer, Inc.	Wells Fargo Bank, N.A.	The equipment described below and all equipment parts, accessories, substitutions, additions, accessions and replacements thereto and thereof, now or hereafter installed in, affixed to, or used in conjunction therewith and the proceeds thereof, together with all installment payments, insurance proceeds, other proceeds and payments due and to become due arising from or relating to said equipment:  1 New 2017 Combilift C8000MKIII Lift Truck S/N 34870.

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REEL: 006663 FRAME: 0506

	UCC File Number	Date	Debtor Party(ies)	Secured Party	Collateral Description
30)	OH00224082426	8/17/18	MAC Trailer Enterprises, Inc.	The Huntington National Bank	<p>The word "Collateral" means all goods and property described on the attached Exhibit A or described below, whether now existing or hereafter arising, and wherever located, and whether considered equipment, inventory, or fixtures under the UCC and all attachments, accessories, accessories, fittings, increases, tools, parts, repairs, supplies, and commingled goods relating to the foregoing property; all additions, replacements of and substitutions for all or any part of the foregoing property; all insurance refunds relating to the foregoing property; all good will relating to the foregoing property; all books, records and data and embedded software relating to the foregoing property, and all property and software to utilize, create, maintain and process any such records and data on electronic media; and all supporting obligations relating to the foregoing property; all whether now existing or hereafter acquired or whether now or hereafter subject to any rights in the foregoing property; and any and all products and proceeds (including but not limited to all insurance payments) of or relating to the foregoing property. (See Exhibit A attached)</p>

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REEL: 006663 FRAME: 0507

UCC File Number	Date	Debtor Party(ies)	Secured Party	Collateral Description
31) OH00213552208	7/25/17	MAC Trailer Manufacturing, Inc. MAC Trailer Enterprises, Inc. MAC Manufacturing, Inc. MAC Trailer Service, Inc. MAC International, Inc. MAC LTT, LLC MAC Trailer Aftermarket Parts, Inc. MAC Trailer Texas, Inc. MAC-T of Texas, Inc. MAC Trailer Sales, Inc. MAC Trailer Realty, Inc. MAC LTT, Inc. Quaker Realty, LLC MAC Waste Trailer, Inc. MAC LTT Manufacturing, Inc.	The Huntington National Bank	<p>All inventory, equipment, accounts (including but not limited to all health-care-insurance receivables), chattel paper, instruments (including but not limited to all promissory notes), letter-of-credit rights, letters of credit, documents, deposit accounts, investment property, money, other rights to payment and performance, and general intangibles (including but not limited to all software and all payment intangibles); all royalties and other financial benefits associated with minerals, gas and oil; all fixtures; all attachments, accessions, accessories, fittings, increases, tools, parts, repairs, supplies, and commingled goods relating to the foregoing property, and all additions, replacements of and substitutions for all or any part of the foregoing property; all insurance refunds relating to the foregoing property; all goodwill relating to the foregoing property; all claims, causes of action relating to the foregoing property; all records and data and embedded software relating to the foregoing property, and all equipment, inventory, and software to utilize, create, maintain, and process any such records and data on electronic media, and all supporting obligations relating to the foregoing property; all whether now existing or hereafter arising, whether now owned or hereafter acquired or whether now or hereafter subject to any rights in the foregoing property; and all products and proceeds (including but not limited to all insurance payments) of or relating to the foregoing property.</p> <p>In addition, the word "Collateral" also includes all the following, whether now owned or hereafter acquired, whether now existing or hereafter arising, and wherever located:</p> <p>(A) All accessions, attachments, accessories, tools, parts, supplies, replacements of, and additions to any of the property described in this Collateral Description section, whether added now or later.</p> <p>(B) All products and produce of any of the property described in this Collateral Description section.</p> <p>(C) All accounts, general intangibles, instruments, rents, monies, payments, and all other rights, arising out of a sale, lease, consignment or other disposition of any of the property described in this Collateral Description section.</p> <p>(D) All proceeds (including insurance proceeds) from the sale, destruction, loss, or other disposition of any of the property described</p>

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REEL: 006663 FRAME: 0508

UCC File Number	Date	Debtor Party(ies)	Secured Party	Collateral Description
32) OH00220509428	4/19/18	MAC Trailer Manufacturing, Inc.	Airgas USA, LLC Central Division	To secure payment for all purchases from Secured Party, now and in the future, Debtor grants to Secured Party a continuing security interest in the equipment described in the attached "Exhibit A", and associated equipment purchased from Secured Party. (See attached Exhibit A)
33) OH00221067198	5/7/18	MAC Trailer Manufacturing, Inc.	Airgas USA, LLC Central Division	To secure payment for all purchases from Secured Party, now and in the future, Debtor grants to Secured Party a continuing security interest in the attached "Exhibit A", and associated equipment purchased from Secured Party. (See attached Exhibit A)
34) OH00228903826	3/13/19	MAC Trailer Sales, Inc.	Wells Fargo Bank, National Association	All motor vehicle and trailer inventory now or at any time hereafter acquired by Debtor and financed by Bank wherever located, whether in the possession of Debtor or any warehouseman, bailee or any other person or in process of delivery and whether located at Debtor's places of business or elsewhere, and all warehouse receipts, bills of lading and other documents evidencing any of the foregoing, including without limitation all security, guarantees, warranties, indemnity agreements, insurance policies, supporting obligations pertaining to Debtor's motor vehicle and trailer inventory, and all renewals thereof (collectively called "Collateral"), together with all proceeds thereof, including whatever is acquired when any of the Collateral or proceeds thereof are sold, leased, licensed, exchanged or otherwise disposed of, whether such disposition is voluntary or involuntary and whatever is collected on or distributed on account thereof, including without limitation, (i) all rights to payment however evidenced, (ii) all goods returned by or repossessed from Debtor's customers, (iii) rights arising out of Collateral, (iv) claims arising out of the loss, nonconformity, or interference with the use of, defects or infringement of rights in, or damage to, the Collateral, (v) insurance payable by reason of the loss or nonconformity of, defects or infringement of rights in, or damage to, the Collateral, (vi) returned insurance premiums, and (vii) all rights to payment with respect to any claim or cause of action affecting or relating to any of the foregoing (hereinafter called "Proceeds").

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REEL: 006663 FRAME: 0509

UCC File Number	Date	Debtor Party(ies)	Secured Party	Collateral Description
35) OH00168229085	6/21/13  Continued 12/26/17	MAC Trailer Realty, Inc.  MAC LTT, Inc.  Quaker Realty, LLC	The Huntington National Bank	All inventory, equipment, accounts (including but not limited to all health-care-insurance receivables), chattel paper, instruments (including but not limited to all promissory notes), letter-of-credit rights, letters of credit, documents, deposit accounts, investment property, money, other rights to payment and performance, and general intangibles (including but not limited to all software and all payment intangibles); all royalties and other financial benefits associated with minerals, gas and oil; all fixtures; all attachments, accessions, accessories, fittings, increases, tools, parts, repairs, supplies, and commingled goods relating to the foregoing property, and all additions, replacements of and substitutions for all or any part of the foregoing property; all insurance refunds relating to the foregoing property; all goodwill relating to the foregoing property; all claims, causes of action relating to the foregoing property; all records and data and embedded software relating to the foregoing property, and all equipment, inventory, and software to utilize, create, maintain, and process any such records and data on electronic media; and all supporting obligations relating to the foregoing property; all whether now existing or hereafter arising, whether now owned or hereafter acquired or whether now or hereafter subject to any rights in the foregoing property; and all products and proceeds (including but not limited to all insurance payments) of or relating to the foregoing property.

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REEL: 006663 FRAME: 0510



UCC File Number	Date	Debtor Party(ies)	Secured Party	Collateral Description
36) OH00229711133	4/11/19	MAC Trailer Manufacturing, Inc. MAC Manufacturing, Inc. MAC Trailer Realty, Inc. MAC Trailer Service, Inc. MAC Trailer Sales, Inc. MAC LTT, Inc. MAC Trailer Enterprises, Inc. Quaker Realty, Inc. MAC Trailer Aftermarket Parts, Inc. MAC Waste Trailer, Inc. MAC Trailer Texas, Inc. MAC Trailer of Oklahoma, Inc.	Michael A. Conny, Trustee of the Michael A. Conny Revocable Trust dated August 31, 1998, as the same may be amended and restated	Any and all assets of Debtor
37) 1904162513160	4/16/19	MAC LTT Manufacturing, Inc. MAC Trailer of Oklahoma, Inc.	Michael A. Conny, Trustee of the Michael A. Conny Revocable Trust dated August 31, 1998, as the same may be amended and restated	Any and all assets of Debtor

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REEL: 006663 FRAME: 0511

UCC File Number	Date	Debtor Party(ies)	Secured Party	Collateral Description
38) OH00229712145	4/11/19	MAC Trailer Manufacturing, Inc. MAC Manufacturing, Inc. MAC Trailer Realty, Inc. MAC LTT, Inc. MAC Trailer Enterprises, Inc. Quaker Realty, Inc. MAC Trailer Aftermarket Parts, Inc. MAC Waste Trailer, Inc. MAC Trailer Texas, Inc. MAC Trailer of Oklahoma, Inc.	Jennifer R. Conny, Trustee of the Jennifer R. Conny Revocable Trust dated May 17, 1999, as the same may be amended and restated	Any and all assets of Debtor
39) 1904162513190	4/16/19	MAC LTT Manufacturing, Inc.	Jennifer R. Conny, Trustee of the Jennifer R. Conny Revocable Trust dated May 17, 1999, as the same may be amended and restated	Any and all assets of Debtor
40) OH00229712589	4/11/19	MAC Manufacturing, Inc.	William Ogden, Trustee of the Michael A. Conny Irrevocable Trust, GST Exempt Trust, dated September 11, 2002	Any and all assets of Debtor
41) OH00230011798	4/22/19	MAC LTT, Inc.	James A. Maiorana, Trustee of the James A. Maiorana Revocable Trust dated February 2, 2017, as the same may be amended and restated	Any and all assets of Debtor

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REEL: 006663 FRAME: 0512

UCC File Number	Date	Debtor Party(ies)	Secured Party	Collateral Description
42) 1904222520360	4/22/19	MAC LTT Manufacturing, Inc.	James A. Maiorana, Trustee of the James A. Maiorana Revocable Trust dated February 2, 2017, as the same may be amended and restated	Any and all assets of Debtor
43) OH00229895505	4/17/19	MAC Trailer Enterprises, Inc. MAC Waste Trailer, Inc.	Julia R. Conny (n/k/a Julia R. Ray), Trustee of the Julia R. Conny Revocable Trust dated April 27, 2015, as the same may be amended and restated	Any and all assets of Debtor
44) OH00229895949	4/17/19	MAC Trailer Enterprises, Inc. MAC Waste Trailer, Inc.	Rachel A. Conny (n/k/a Rachel A. Raber), Trustee of the Rachel A. Conny Revocable Trust dated June 9, 2015, as the same may be amended and restated	Any and all assets of Debtor

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REEL: 006663 FRAME: 0513

**EXHIBIT B**

**HAZARDOUS SUBSTANCES**

**NONE**