

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM566199

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HI-LITE AIRFIELD SERVICES, LLC		12/20/2019	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	STERLING NATIONAL BANK as administrative agent and collateral agent		
Street Address:	25 W. 45th Street		
Internal Address:	13th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3257484	HI-LITE	
Registration Number:	3743209	HI-LITE	
Registration Number:	5411033	H HI-LITE	
Registration Number:	5394704	H	
Registration Number:	5374050	Z THINK ZERO ACCIDENTS DEFECTS LOSSES	
CORRESPONDENCE DATA			
Fax Number:			
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	804 775 1676		
Email:	edavenport@mcguirewoods.com		
Correspondent Name:	Michael A. Shafer, McGuireWoods LLP		
Address Line 1:	800 East Canal Street		
Address Line 2:	Gateway Plaza		
Address Line 4:	Richmond, VIRGINIA 23219-3916		
NAME OF SUBMITTER:	Michael A. Shafer		
SIGNATURE:	/Michael A. Shafer/		
DATE SIGNED:	03/10/2020		

OP \$140.00 3257484

Total Attachments: 5

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Security Agreement

Trademarks

WHEREAS **HI-LITE AIRFIELD SERVICES, LLC**, a Texas limited liability company (herein referred to as the “**Company**”), has adopted, used and is using, and is the owner of the entire right, title, and interest in and to, the entire right, title and interest in and to trademarks and service marks listed in Schedule A attached hereto and made a part hereof, which trademarks and service marks are registered or pending registration in the United States Patent and Trademark Office (collectively, the “**Trademarks**”);

WHEREAS, the Company has entered into a Loan and Security Agreement, dated as of the date hereof (as from time to time amended, restated, supplemented or otherwise modified, the “**Loan and Security Agreement**”) with the lenders from time to time party thereto (collectively, the “**Lenders**”), **STERLING NATIONAL BANK**, a national banking association, as administrative agent and collateral agent for the benefit of the Lenders (the “**Agent**”), and certain other parties, pursuant to which the Company has become obligated to the Lenders and the Agent;

WHEREAS, pursuant to the Loan and Security Agreement, the Company has granted to the Agent, for the benefit of the Lenders, a security interest in, and mortgage on, all right, title and interest of the Company in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof, all as more fully described in the Loan and Security Agreement (the “**Collateral**”), to secure the payment, performance and observance of the Obligations, as defined in the Loan and Security Agreement; and

WHEREAS, this agreement does not supersede, amend, modify, revise or limit the Loan and Security Agreement, and is intended to supplement the Loan and Security Agreement and evidence and perfect the Agent’s security interest in the Collateral for the benefit of the Lenders.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Company does hereby further grant to the Agent a security interest in, and mortgage on, the Collateral to secure the prompt payment, performance and observance of the Obligations.

The Company does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the assignment of, security interest in and mortgage on the Collateral made and granted hereby are more fully set forth in the Loan and Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

The Agent’s address is 25 W. 45th Street, 13th Floor, New York, New York 10036.

This Agreement, and all matters arising out of or relating to this Agreement, shall, in accordance with Section 5-1401 of the General Obligations Law of the State of New York, be governed by the laws of the State of New York, without regard to any conflicts of laws principles thereof that would call for the application of the laws of any other jurisdiction.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Company has caused this Agreement to be duly executed by its duly authorized officer as of the 20th day of December, 2019.

HI-LITE AIRFIELD SERVICES, LLC

By: 
Name: J. Hunter Reichert
Title: Vice President

SCHEDULE A
Registered Trademarks

MARK	CNTRY	JW REF. NO	SERIAL NO. FILING DATE	REG. NO. REG. DATE	STATUS
HI-LITE	MX	1414720002.000	1419203 10/3/2013	1431460 10/3/2013	REGISTERED
HI-LITE	CR	141472.00013.000	2009-0003009 4/7/2009	194248 9/2/2009	REGISTERED
HI-LITE	US	141472.0009.000	76/661,698 6/15/2006	3257484 7/3/2007	REGISTERED
HI-LITE	PA	141472.0024.000	242143-01 7/2/2015	242143-01 7/2/2015	REGISTERED
HI-LITE	SA	141472.0025.000	1437002241 11/11/2015	1437002241 3/15/2016	REGISTERED
	US	141472.0010.000	77/616,807 11/18/2008	3743209 1/26/2010	REGISTERED
	CA	141472.0008.000	1319581 9/28/2006	TMA730,907 12/12/2008	REGISTERED
	US	141472.0029.000	87/457,228 5/19/2017	5411033 2/27/2018	REGISTERED
	US	141472.0030.000	87/457,263 5/19/2017	5394704 2/6/2018	REGISTERED
	US	141472.0031.000	87/459,296 5/22/2017	5374050 1/9/2018	REGISTERED

U.S. Pending Applications

MARK	CNTRY	JW REF. NO	SERIAL NO. FILING DATE	REG. NO. REG. DATE	STATUS
HI-LITE	EC	14172.0023.000	IEPI-2015-26874 6-23-2015		PENDING
HI-LITE	EG	141472.0028.000	334518 4/27/2016		PENDING