

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM583561

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Trinity International Industries, LLC		06/26/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Siena Lending Group LLC		
Street Address:	9 W Broad Street		
Internal Address:	5th Floor		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06902		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	4173189	ECOSTORAGE	
Registration Number:	4471691	EVERYTHING IN ITS PLACE.	
Registration Number:	4850161	EVERYTHING IN ITS PLACE.	
Registration Number:	4844845	TRINITY	
Registration Number:	4844846	TRINITY	
Registration Number:	6010636	ECOSTORAGE	
Serial Number:	88694561	ECOSTORAGE	
Serial Number:	88977512	ECOSTORAGE	
Registration Number:	5776506	TRINITY PRO	
Registration Number:	5676708	TRINITY PRO	
Registration Number:	5755613	TRINITY BASICS	
Serial Number:	87893219	ANTHRACITE	
CORRESPONDENCE DATA			
Fax Number:	2158325619		
<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:	2155695619		
Email:	pecsenye@blankrome.com		
TRADEMARK			

OP \$315.00 4173189

Correspondent Name: Timothy D. Pecsénye (140690-01102 ND)
Address Line 1: One Logan Square
Address Line 2: 8th Floor
Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER: 140690-01102

NAME OF SUBMITTER: Timothy D. Pecsénye

SIGNATURE: /Timothy D. Pecsénye/

DATE SIGNED: 06/29/2020

Total Attachments: 12

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "Agreement") dated as of June 26, 2020 by TRINITY INTERNATIONAL INDUSTRIES, L.L.C., a Delaware limited liability company ("Grantor") in favor of SIENA LENDING GROUP LLC, a Delaware limited liability company (together with its successors and assigns, "Lender"):

W I T N E S S E T H

WHEREAS, Grantor and Lender are parties to a certain Loan and Security Agreement dated as of July 21, 2016 (as the same may be amended, restated, supplemented or modified from time to time, the "Loan Agreement") providing for the extensions of credit to be made to Borrowers by Lender; and

WHEREAS, Grantor has granted to Lender a security interest in substantially all of the assets of Grantor including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired trademarks, copyrights, and patents, together with the goodwill of the business symbolized by such Grantor's trademarks, patents and copyrights and all products and proceeds thereof, to secure the payment of all amounts owing by such Grantor under the Loan Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference. All terms capitalized but not otherwise defined herein shall have the same meanings ascribed to them in the Loan Agreement.

2. Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Lender a continuing security interest in such Grantor's entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark, patent and copyright listed on Schedule 1 annexed hereto, (such trademarks, patents and copyrights, the "Trademarks", "Patents" and "Copyrights") together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Patent and Copyright; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by such Grantor against third parties for past, present or future (a) infringement or dilution of any trademark or patent, or (b) injury to the goodwill associated with any trademark.

3. Representations and Warranties. Grantor hereby represents and warrants that the Trademarks, Patents and Copyrights listed on Schedule I attached hereto constitute all trademarks, patents and copyrights owned or registered to such Grantor as of the date hereof.

4. Right to Bring Suit. Grantor shall have the right, with the prior written consent of Lender, which consent shall not be unreasonably withheld, conditioned or delayed, to bring suit in its own name to enforce the Trademarks, Patents and Copyrights, in which case Lender may, at Lender's option,

be joined as a nominal party to this suit if Lender shall be satisfied that the joinder is necessary and that Lender is not incurring any risk of liability by that joinder. Grantor shall promptly, upon demand, reimburse and indemnify, defend, and hold harmless Lender for all damages, costs and expenses, including reasonable attorneys' fees, incurred by Lender pursuant to this paragraph.

5. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES (EXCEPT 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATION LAW). FURTHER, THE LAW OF THE STATE OF NEW YORK SHALL APPLY TO ALL DISPUTES OR CONTROVERSIES ARISING OUT OF OR CONNECTED TO OR WITH THIS AGREEMENT WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES (EXCEPT 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATION LAW).


6. CONSENT TO JURISDICTION; WAIVER OF JURY TRIAL. ANY LEGAL ACTION, SUIT OR PROCEEDING WITH RESPECT TO THIS AGREEMENT SHALL BE BROUGHT EXCLUSIVELY IN THE COURTS OF THE STATE OF NEW YORK IN THE COUNTY OF NEW YORK OR IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK, AND THE UNDERSIGNED HEREBY ACCEPTS FOR HIMSELF AND IN RESPECT OF HIS PROPERTY, GENERALLY AND UNCONDITIONALLY IN CONNECTION WITH ANY SUCH LEGAL ACTION, SUIT OR PROCEEDING, THE JURISDICTION OF THE AFOREMENTIONED COURTS. THE UNDERSIGNED HEREBY EXPRESSLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION, INCLUDING, WITHOUT LIMITATION, ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, OR BASED ON UPON 28 U.S.C. § 1404, WHICH THEY MAY NOW OR HEREAFTER HAVE TO THE BRINGING AND ADJUDICATION OF ANY SUCH ACTION, SUIT OR PROCEEDING IN ANY OF THE AFOREMENTIONED COURTS AND AMENDMENTS TO THE GRANTING OF SUCH LEGAL OR EQUITABLE RELIEF AS IS DEEMED APPROPRIATE BY THE COURT. THE UNDERSIGNED HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM CONCERNING ANY RIGHTS UNDER THIS AGREEMENT OR UNDER ANY AMENDMENT, WAIVER, INSTRUMENT, DOCUMENT OR OTHER AGREEMENT DELIVERED OR WHICH IN THE FUTURE MAY BE DELIVERED IN CONNECTION HERewith OR THEREWITH, OR ARISING FROM ANY FINANCING RELATIONSHIP EXISTING IN CONNECTION WITH THIS AGREEMENT, AND AGREES THAT ANY SUCH ACTION, PROCEEDING OR COUNTERCLAIM SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

7. Notices. Any notice required or permitted to be given under this Security Agreement shall be sent in accordance with Section 10.1 of the Loan Agreement.

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IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

TRINITY INTERNATIONAL INDUSTRIES, L.L.C.

By: 
Name: _____
Title: CH. CHAD TAM
CEO

[Signature page to Intellectual Property Security Agreement]

Agreed and Accepted
as of the date first written above:

SIENA LENDING GROUP LLC

By: Steve Sanicola
Name: Steven Sanicola
Title: Authorized Signatory

DocuSigned by:
Carrie Maiya
By: _____
Name: Carrie Maiya
Title: Authorized Signatory

[Signature page to Intellectual Property Security Agreement]

SCHEDULE 1

(a) Patents and Patent Licenses

Grantor	Title	Filing Date	Application Num	Issue Date	Patent Num
TRINITY INTERNATIONAL INDUSTRIES, L.L.C.	GARAGE TALL CABINET	5/30/2017	29/605,798	9/11/2018	D828056
TRINITY INTERNATIONAL INDUSTRIES, L.L.C.	GARAGE WALL CABINET	5/30/2017	29/605,802	7/24/2018	D823617
TRINITY INTERNATIONAL INDUSTRIES, L.L.C.	GARAGE BASE CABINET	5/30/2017	29/605,805	11/6/2018	D832625
TRINITY INTERNATIONAL INDUSTRIES, L.L.C.	GARAGE BASE CABINET	5/30/2017	29/605,809	11/6/2018	D832626
TRINITY INTERNATIONAL INDUSTRIES, L.L.C.	GARAGE CABINET ASSEMBLY	5/30/2017	29/605,810	6/26/2018	D821118
TRINITY INTERNATIONAL INDUSTRIES, L.L.C.	BASKET	8/9/2017	29/613,384	8/21/2018	D825925
TRINITY INTERNATIONAL INDUSTRIES, L.L.C.	COOLER WITH GAME LID	7/23/2019	29/699,117		

Grantor	Title	Filing Date	Application Num	Issue Date	Patent Num
TRINITY INTERNATIONAL INDUSTRIES, L.L.C.	KITCHEN CART WITH REMOVABLE DROP LEAVES	8/1/2019	29/700,361		
TRINITY INTERNATIONAL INDUSTRIES, L.L.C.	WORKBENCH	8/7/2019	29/701,002		
TRINITY INTERNATIONAL INDUSTRIES, L.L.C.	PEGBORD	8/8/2019	29/701,087		
TRINITY INTERNATIONAL INDUSTRIES, L.L.C.	KEYLESS LOCKING TOOL CHEST	4/15/2015	14/687,092	2/27/2018	9901170
TRINITY INTERNATIONAL INDUSTRIES, L.L.C.	FOLD-OUT CABINET ASSEMBLY	4/26/2016	15/138,938	5/23/2017	9655441
TRINITY INTERNATIONAL INDUSTRIES, L.L.C.	FOLD-OUT CABINET ASSEMBLY	2/23/2017	15/441,083	12/12/2017	9839286
TRINITY INTERNATIONAL INDUSTRIES, L.L.C.	MODULAR CLOSET SYSTEM	7/19/2018	16/040,306		
TRINITY INTERNATIONAL INDUSTRIES, L.L.C.	WORKBENCH WITH COLLAPSIBLE PEGBOARD	8/7/2019	16/534,356		
TRINITY INTERNATIONAL INDUSTRIES, L.L.C.	CART WITH REMOVABLE TABLE EXTENSIONS	7/25/2019	16/522,020		


[Schedule I Intellectual Property Security Agreement]

Grantor	Title	Filing Date	Application Num	Issue Date	Patent Num
TRINITY INTERNATIONAL INDUSTRIES, L.L.C.	WIRE SHELF	9/16/2019	16/571,752		
TRINITY INTERNATIONAL INDUSTRIES, L.L.C.	LADDER MOUNT ASSEMBLY FOR SHELVING	9/16/2019	16/571,782		
TRINITY INTERNATIONAL INDUSTRIES, L.L.C.	LADDER MOUNT ASSEMBLY FOR SHELVING	9/16/2019	16/571,782		
TRINITY INTERNATIONAL INDUSTRIES, L.L.C.	COOLER WITH GAME LID	1/30/2020	16/777,384		

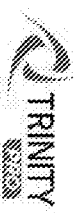
(b) Trademarks and Trademark Licenses

Grantor	Mark	Filing Date	Application Num	Reg Date	Reg. No.
TRINITY INTERNATIONAL INDUSTRIES, L.L.C.	ECOSTORAGE	8/19/2011	85402904	7/10/2012	4173189
TRINITY INTERNATIONAL INDUSTRIES, L.L.C.	EVERYTHING IN ITS PLACE.	6/6/2012	85644769	1/21/2014	4471691

[Schedule 1 Intellectual Property Security Agreement]

Grantor	Mark	Filing Date	Application Num	Reg Date	Reg. No.
TRINITY INTERNATIONAL INDUSTRIES, L.L.C.	EVERYTHING IN ITS PLACE.	3/17/2015	86567294	11/10/2015	4850161
TRINITY INTERNATIONAL INDUSTRIES, L.L.C.	TRINITY	3/17/2015	86566394	11/3/2015	4844845
TRINITY INTERNATIONAL INDUSTRIES, L.L.C.		3/17/2015	86566400	11/3/2015	4844846

[Schedule 1 Intellectual Property Security Agreement]

Grantor	Mark	Filing Date	Application Num	Reg Date	Reg. No.
TRINITY INTERNATIONAL INDUSTRIES, L.L.C.		7/12/2019	190126466		
TRINITY INTERNATIONAL INDUSTRIES, L.L.C.	ECOSTORAGE	8/9/2017	87562291	3/17/2020	6,010,636
TRINITY INTERNATIONAL INDUSTRIES, L.L.C.	ECOSTORAGE	11/15/2019	88694561		
TRINITY INTERNATIONAL INDUSTRIES, L.L.C.	ECOSTORAGE	11/15/2019	88977512		
TRINITY INTERNATIONAL INDUSTRIES, L.L.C.		11/29/2017	87701886	6/11/2019	5,776,506
TRINITY INTERNATIONAL INDUSTRIES, L.L.C.		11/29/2017	87979318	2/12/2019	5,676,708
TRINITY INTERNATIONAL INDUSTRIES, L.L.C.		8/30/2018	88098927	5/21/2019	5,755,613
TRINITY INTERNATIONAL INDUSTRIES, L.L.C.	ANTHRACITE	4/25/2018	87893219	3/24/2020	6,019,492

[Schedule I Intellectual Property Security Agreement]

(c) Copyrights and Copyright Licenses

Grantor	Country	Work	Status	Filing Date	Serial No.	Reg Date	Copyright No.
TRINITY INTERNATIONAL INDUSTRIES, L.L.C.	US	TRINITY PRODUCTS CATALOG SPRING 2019	Issued			8/23/2019	TX-8-765-680

POWER OF ATTORNEY

TRINITY INTERNATIONAL INDUSTRIES, L.L.C., a Delaware limited liability company ("Grantor"), hereby authorizes SIENA LENDING GROUP LLC, its successors and assigns, and any officer or agent thereof ("Lender") under that certain Loan and Security Agreement among Lender, Grantor and certain other Loan Party Obligors dated as of July 21, 2016 (as it may hereafter be amended, modified, restated or replaced from time to time, the "Loan Agreement"), following the occurrence and during the continuance of an Event of Default (as defined in the Loan Agreement) as the true and lawful attorney-in-fact of Grantor, with the power to endorse the name of Grantor on all applications, assignments, documents, papers and instruments necessary for Lender to enforce and effectuate its rights under that certain Intellectual Property Security Agreement among Grantor, certain other Loan Party Obligors, as grantors and Lender dated the date hereof (as it may hereafter be supplemented, restated, superseded, amended or replaced, the "Intellectual Property Agreement"), including, without limitation, the power to record its interest in any trademarks, patents and copyrights (as defined in the Intellectual Property Agreement) or additional trademarks, patents and copyrights in the United States Patent and Trademark Office and United States Copyright Office or other appropriate governmental office including, without limitation, the power to execute on behalf of Grantor a supplement to the Patent, Trademark and Copyright Security Agreement, to use the Trademarks, Patents and Copyrights or to grant or issue any exclusive or non-exclusive license under the Trademarks, Patents and Copyrights to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks, Patents and Copyrights to anyone else including, without limitation, the power to execute on behalf of Grantor a trademark, patent, or copyright assignment, in each case subject to the terms of the Intellectual Property Agreement. Nothing herein contained shall obligate Lender to use or exercise any rights granted herein.

This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of the Loan Agreement.

Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done following the occurrence and during the continuance of an Event of Default by virtue hereof and in accordance with the terms of the Intellectual Property Agreement, the Loan Agreement and the Loan Documents other than any actions which constitute gross negligence or willful misconduct.

This Power of Attorney shall be irrevocable for the life of the Intellectual Property Agreement.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

Acknowledgement to Intellectual Property Security Agreement

IN WITNESS WHEREOF, Grantor has executed this Power of Attorney as a deed, this
___ day of June, 2020.

TRINITY INTERNATIONAL INDUSTRIES, L.L.C.

By: _____
Name: 
Title: **CHE. CHAO TAM**
CEO