

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM594985

<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>
WGES Holdings, LLC		08/31/2020	Limited Liability Company: DELAWARE
Westcoast Gate & Entry Systems, LLC		08/31/2020	Limited Liability Company: DELAWARE
Automated Gate Services, Inc.		08/31/2020	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Byline Bank, as Agent		
<b>Street Address:</b>	180 North LaSalle Street, Suite 300		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60601		
<b>Entity Type:</b>	Banking Corporation: ILLINOIS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5378337	WESTCOAST GATE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3124996701		
<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>	(312) 499-6700		
<b>Email:</b>	tapatterson@duanemorris.com		
<b>Correspondent Name:</b>	Robert E. Horwath		
<b>Address Line 1:</b>	190 South LaSalle Street, Suite 3700		
<b>Address Line 2:</b>	Duane Morris LLP		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60603		
<b>NAME OF SUBMITTER:</b>	Robert E. Horwath		
<b>SIGNATURE:</b>	/Robert E. Horwath/		
<b>DATE SIGNED:</b>	08/31/2020		
<b>Total Attachments: 6</b>			
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**EXECUTION VERSION**

**TO BE RECORDED WITH THE U.S.  
PATENT AND TRADEMARK OFFICE**

**TRADEMARK SECURITY AGREEMENT**

**THIS TRADEMARK SECURITY AGREEMENT** (this “*Agreement*”), dated as of August 31, 2020, is made by each of the entities listed on the signature pages hereof (each a “*Grantor*” and collectively, the “*Grantors*”), in favor of **BYLINE BANK**, an Illinois banking corporation, as the administrative agent and collateral agent (the “*Agent*”) for the lenders under that certain Credit Agreement (defined below).

**WHEREAS, WESTCOAST GATE & ENTRY SYSTEMS, LLC**, a Delaware limited liability company (the “*Initial Borrower*”), and, immediately upon consummation of the Acquisition, **AUTOMATED GATE SERVICES, INC.**, a California corporation (“*AGS*” and, together with the Initial Borrower, individually and collectively, the “*Borrower*”), are each a borrower under that certain Revolving Credit and Term Loan Agreement, dated as of the date hereof, among Borrower, **WGES HOLDINGS, LLC, a Delaware limited liability company** (“*Parent*”), the Lenders party thereto, and the Agent (as amended, amended and restated, supplemented, or otherwise modified from time to time, the “*Credit Agreement*”).

**WHEREAS**, Borrower and Parent are party to a Security Agreement of even date herewith in favor of the Agent (as amended, amended and restated, supplemented, or otherwise modified from time to time, the “*Security Agreement*”), pursuant to which the Grantors are required to execute and deliver this Agreement;

**NOW, THEREFORE**, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

**SECTION 1. Defined Terms.** Except as otherwise expressly defined herein, all capitalized terms used in this Agreement shall have the meanings ascribed to them in the Security Agreement and, if not defined therein, in the Credit Agreement. Any term used in the UCC and not defined in this Agreement, the Security Agreement, or the Credit Agreement shall have the meaning given to such term in the UCC.

**SECTION 2. Security Interest.** As security for the Obligations, each Grantor hereby grants to the Agent, its successor and assigns, (for the benefit of the Lenders) a continuing first priority security interest in and to and a lien on all of such Grantor’s right, title, and interest, whether now existing or hereafter arising or acquired, in and to all Trademarks and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, including but not limited to the Trademarks listed on Exhibit A attached hereto, and all Proceeds and products of any and all of the foregoing (the “*Trademark Collateral*”); provided that, in no event shall the Collateral include, and Grantor shall not be deemed to have assigned, pledged or granted a security interest in, any of such Grantor’s right, title or interest in any Trademark applications filed in the United States Patent and Trademark Office on the basis of Grantor’s “intent-to-use” such trademark, unless or until evidence of use of such Trademark has been filed with the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. §1051, et seq.), whereupon such Trademark application will be deemed automatically

included in the Trademark Collateral, but solely to the extent that granting the security interest in such Trademark application prior to such filing would adversely affect the enforceability or validity of such Trademark application or any registration issuing therefrom.. Each Grantor hereby requests that the U.S. Commissioner of Patents and Trademarks record this Agreement with respect to the U.S. Trademarks listed on Exhibit A attached hereto.

SECTION 3. **Incorporation by Reference**. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

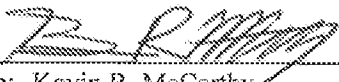
SECTION 4. **Counterparts**. This Agreement may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

*[Remainder of page left intentionally blank.]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their duly authorized officers as of the date first above written.

**GRANTORS:**

**WGES HOLDINGS, LLC,**  
a Delaware limited liability company, as Grantor

By:   
Name: Kevin R. McCarthy  
Title: President

**WESTCOAST GATE & ENTRY SYSTEMS, LLC,**  
a Delaware limited liability company, as Grantor

By: \_\_\_\_\_  
Name: Robert Flecken  
Title: President and Chief Executive Officer

**AUTOMATED GATE SERVICES, INC.,**  
a California corporation, as Grantor

By: \_\_\_\_\_  
Name: Robert Flecken  
Title: Chief Executive Officer

*Intending and confirming by its above signature to join  
this agreement as "Grantor" immediately upon the  
consummation of the Acquisition*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their duly authorized officers as of the date first above written.

**GRANTORS:**

**WGES HOLDINGS, LLC,**  
a Delaware limited liability company, as Grantor

By: \_\_\_\_\_  
Name: Kevin R. McCarthy  
Title: President

**WESTCOAST GATE & ENTRY SYSTEMS, LLC,**  
a Delaware limited liability company, as Grantor

By: \_\_\_\_\_  
Name: Robert Flecken  
Title: President and Chief Executive Officer

**AUTOMATED GATE SERVICES, INC.,**  
a California corporation, as Grantor

By: \_\_\_\_\_  
Name: Robert Flecken  
Title: Chief Executive Officer

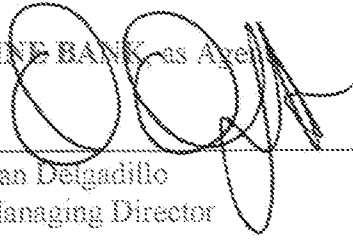
*Intending and confirming by its above signature to join  
this agreement as "Grantor" immediately upon the  
consummation of the Acquisition*

Accepted:

BYLINE BANK, as Agent

By: \_\_\_\_\_

Dan Deigadillo  
Managing Director

A handwritten signature in black ink, appearing to read 'Dan Deigadillo', is written over a horizontal dotted line. The signature is stylized and somewhat cursive.

U.S. Trademark Applications/Registrations

EXHIBIT A

Trademark	Owner	App. No.	App. Date	Reg. No.	Reg. Date	Goods/Services
WESTCOAST GATE	Westcoast Gate & Entry Systems, LLC	87472838	June 2, 2017	5378337	January 16, 2018	IC 037: Installation, maintenance, repair, and construction of gates, entry and access control systems. IC 042: Design of new products for others in the field of gates, entry and access control systems.

TRADEMARK

REEL: 007038 FRAME: 0162

RECORDED: 08/31/2020