OP \$40.00 1774271

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM595034

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type	
C.F. Stinson, LLC		08/31/2020	Limited Liability Company: MICHIGAN	

RECEIVING PARTY DATA

Name:	Webster Bank, National Association
Street Address:	500 Boylston Street, 24th Floor
City:	BOSTON
State/Country:	MASSACHUSETTS
Postal Code:	02116
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1774271	ANZEA

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 617-406-5915

Email: Andrew.Nash@us.dlapiper.com

Correspondent Name: ANDREW NASH

Address Line 1: 33 ARCH STREET, 26th FLOOR

Address Line 2: DLA Piper LLP

Address Line 4: BOSTON, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	1260409 TM
NAME OF SUBMITTER:	ANDREW NASH
SIGNATURE:	/ANDREW NASH/
DATE SIGNED:	08/31/2020

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY 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 Webster Bank, National Association ("Webster"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of October 2, 2018 (as the same may be amended, amended and restated, supplemented and/or modified from time to time, the "Credit Agreement"), by and among the Borrower, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and Webster, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Agent (and such agreement may be amended, amended and restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with Agent as follows:

- <u>Section 1.</u> <u>Defined Terms</u>. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.
- Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):
- (a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

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- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding the foregoing, no Lien or security interest is hereby granted on any Excluded Property; <u>provided</u> that if and when any property shall cease to be Excluded Property, a Lien on and security in such property shall be deemed granted therein.

- Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.
- <u>Section 4.</u> <u>Grantor Remains Liable.</u> Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.
- <u>Section 5.</u> <u>Counterparts.</u> This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.
- <u>Section 6.</u> <u>Governing Law.</u> This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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

C.F. STINSON, LLC, as Grantor

Name: Keith A. Stinson

Title: President

ACCEPTED AND AGREED as of the date first above written:

WEBSTER BANK, NATIONAL ASSOCIATION, as Agent

By: Kristen Kenny
Title: Director

SCHEDULE I

TO

TRADEMARK SECURITY AGREEMENT <u>Trademark Registrations</u>

1. REGISTERED TRADEMARKS

Trademark	Registration Number	Date Filed	Jurisdiction
Anzea	1,774,271	06/01/2013	United States
Anzea	5213517	06/01/2012	Texas

2. TRADEMARK APPLICATIONS

None.

3. IP LICENSES

None.

RECORDED: 08/31/2020

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