

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM609364

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900575625		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Prototek Sheetmetal Fabrication, LLC		10/20/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	BSP Agency, LLC, as collateral agent		
Street Address:	9 West 57th Street; Suite 4920		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3805169	PROTOTEK	
CORRESPONDENCE DATA			
Fax Number:	2112401471		
<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:	2128138939		
Email:	lbaker@goodwinlaw.com		
Correspondent Name:	Larissa Baker, Paralegal		
Address Line 1:	620 Eighth Ave		
Address Line 2:	Goodwin Procter LLP		
Address Line 4:	New York, NEW YORK 10018		
NAME OF SUBMITTER:	Larissa Baker		
SIGNATURE:	/Larissa Baker/		
DATE SIGNED:	11/18/2020		
Total Attachments: 4			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT is entered into as of October 20, 2020 (this "Agreement"), by Prototek Sheetmetal Fabrication, LLC (the "Grantor") in favor of BSP Agency, LLC, as collateral agent (in such capacity, the "Collateral Agent") for the Secured Parties.

Reference is made to that certain Pledge and Security Agreement, dated as of October 20, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the "Security Agreement"; capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement), among the Loan Parties party thereto and the Collateral Agent. The Lenders (as defined below) have extended credit to the Borrower (as defined in Credit Agreement (as defined below)) subject to the terms and conditions set forth in that certain Credit Agreement, dated as of October 20, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the "Credit Agreement"), by and among Prototek LLC, a Delaware limited liability company (the "Borrower"), Prototek Holdings LLC, a Delaware limited liability company ("Holdings"), the Subsidiaries of the Borrower from time to time party thereto, the Lenders from time to time party thereto and BSP Agency, LLC, as administrative agent and collateral agent for the Lenders (in its capacity as administrative agent and collateral agent, the "Administrative Agent"). Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement and Section 4.03 of the Security Agreement, the parties hereto agree as follows:

SECTION 1. Grant of Security Interest. As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Collateral Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of the Grantor and regardless of where located (collectively, the "IP Collateral"):

A. all Trademarks (other than Excluded Assets), including the Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto; and

B. all proceeds of the foregoing; in each case to the extent the foregoing items constitute Collateral.

SECTION 2. Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the IP 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. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 3. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Pages Follow]

PROTOTEK SHEETMETAL FABRICATION, LLC

By: 

Name: Erwin Bette

Title: Chief Financial Officer, Vice President,
Treasurer and Assistant Secretary

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007104 FRAME: 0732

SCHEDULE I

TRADEMARKS

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK
Prototek Sheetmetal Fabrication, LLC	3,805,169	Prototek

TRADEMARK APPLICATIONS

None