

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM627977

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
LINC Systems, LLC		02/24/2021	Limited Liability Company: INDIANA
Active Sales, LLC		02/24/2021	Limited Liability Company: CALIFORNIA

RECEIVING PARTY DATA

Name:	Whitehorse Capital Management, LLC, as Collateral Agent
Street Address:	1271 Avenue of the Americas
Internal Address:	22nd Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10020
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	4342402	AIR DRIVE
Registration Number:	2200996	
Registration Number:	3056311	SPEEDYNAILS.COM
Registration Number:	3109275	WESTERN SUPER X
Registration Number:	2473158	MITRENAIL
Registration Number:	2100539	MITRE NAILER

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: 4045723401

Email: ssheesley@kslaw.com

Correspondent Name: Steven Sheesley

Address Line 1: 1180 Peachtree Street NE

Address Line 2: King & Spalding LLP

Address Line 4: Atlanta, GEORGIA 30309

CH \$165.00 4342402

ATTORNEY DOCKET NUMBER:	20729.515020
NAME OF SUBMITTER:	Steven Sheesley
SIGNATURE:	//Steven Sheesley//
DATE SIGNED:	02/24/2021

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made as of this 24th day of February, 2021, between LINC SYSTEMS, LLC, an Indiana limited liability company (“LINC Systems”), ACTIVE SALES, LLC, a California limited liability company (“Active Sales”, and together with LINC Systems, each a “Grantor” and collectively, the “Grantors”), and WHITEHORSE CAPITAL MANAGEMENT, LLC, in its capacity as collateral agent pursuant to the Credit Agreement referred to below (together with its successors and assigns, the “Collateral Agent”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement, dated as of February 24, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among LINC ACQUISITION CO., a Delaware corporation (“Holdings”), LINC Systems (together with each other Person that from time to time becomes a borrower under the Credit Agreement in accordance with the terms thereof, collectively, the “Borrowers”, and each, individually, a “Borrower”), the other Persons party thereto from time to time as Guarantors, WHITEHORSE CAPITAL MANAGEMENT, LLC, as Administrative Agent and the Collateral Agent and the financial institutions party thereto from time to time as Lenders, the Lenders are willing to make certain financial accommodations available to the Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, as a condition precedent to the making of such financial accommodations, each Grantor is required to execute and deliver to the Collateral Agent that certain Security Agreement, dated as of February 24, 2021 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Security Agreement”); and

WHEREAS, pursuant to the Security Agreement, each Grantor is required to execute and deliver to the Collateral Agent this Trademark Security Agreement for the purpose of filing at the United States Patent and Trademark Office;

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:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants, mortgages, pledges and hypothecates to the Collateral Agent, for the benefit of the Lenders, a continuing security interest in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising and wherever located (collectively, the “Trademark Collateral”):

(i) any and all of each Grantor's pending and registered U.S. Trademarks listed on Schedule I hereto; (ii) all pending applications, registrations, and renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements, dilutions or other violations thereof, (iv) the right to sue for past, present and future infringements, dilution or other violations thereof, (v) the goodwill of each Grantor's business symbolized by the foregoing and connected therewith and (vi) all of each Grantor's rights corresponding to the foregoing throughout the world; provided, however, that the foregoing grant of security interest will not cover any intent-to-use United States trademark application for which an amendment to allege use or statement of use has not been filed or, if filed, has not been deemed in conformance with 15 U.S.C. §1051(a) or examined and accepted by the United States Patent and Trademark Office;

provided, however, that Trademark Collateral shall not include any Excluded Collateral.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by the Grantors, or any of them, to the Collateral Agent, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same agreement. In proving this Trademark Security Agreement in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures hereto delivered by Electronic Transmission shall be deemed an original signature hereto.

6. GOVERNING LAW. All matters arising out of, in connection with or relating to this Trademark Security Agreement, including, without limitation, their validity, interpretation, construction, performance and enforcement (including, without limitation, any claims sounding in contract or tort law arising out of the subject matter hereof or thereof and any determinations with respect to post-judgment interest), shall be construed in accordance with and governed by the laws of the State of New York.

7. CONSTRUCTION. Each definition of an agreement in this Trademark Security Agreement shall include such instrument or agreement as amended, restated, supplemented or otherwise modified from time to time with, if required by the Loan Documents, the prior written consent of the Collateral Agent or the Lenders, as applicable. Except where the context otherwise requires, definitions imparting the singular shall include the plural and vice versa. The words “hereof”, “herein” and “hereunder” and words of similar import when used in this Trademark Security Agreement shall refer to this Trademark Security Agreement as a whole and not to any particular provision of this Trademark Security Agreement, unless otherwise specifically provided herein. The words “include”, “includes” and “including” shall be deemed to be followed by the phrase “without limitation”, whether or not so expressly stated in each such instance. The word “will” shall be construed to have the same meaning and effect as the word “shall”. “Writing”, “written” and comparable terms refer to printing, typing, computer disk, e-mail and other means of reproducing words in a visible form. Except where otherwise specifically restricted, reference to a party to a Loan Document includes that party and its successors and permitted assigns. All terms used herein which are defined in Article 9 of the UCC and which are not otherwise defined herein shall have the same meanings herein as set forth therein.

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

GRANTORS:

LINC SYSTEMS, LLC, as a Grantor

By: 

Name: William Dennis

Title: Secretary

ACTIVE SALES, LLC, as a Grantor

By: 


Name: William Dennis

Title: Secretary and Treasurer

[Signature Page to Trademark Security Agreement]


TRADEMARK
REEL: 007201 FRAME: 0853

**ACCEPTED AND ACKNOWLEDGED BY: WHITEHORSE CAPITAL MANAGEMENT,
LLC, as the Collateral Agent**

By: 
Name: Richard Siegel
Title: Authorized Signatory

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

Grantor	Mark	Registration No.	Registration Date
LINC Systems, LLC	AIR DRIVE	4,342,402	5/28/2013
LINC Systems, LLC		2,200,996	11/3/1998
LINC Systems, LLC	SPEEDYNAILS.COM	3,056,311	1/31/2006
Active Sales, LLC	WESTERN SUPER X	3109275	6/27/2006
Active Sales, LLC	MITRENAIL	2473158	7/31/2001
Active Sales, LLC	MITRE NAILER	2100539	9/23/1997