

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM631336

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BLAZE EQUIPMENT, LLC		12/22/2020	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	GCG INVESTORS IV, LP		
Street Address:	300 South Wacker Drive, Suite 201		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88851020	FOUNDRY TOOLING	
CORRESPONDENCE DATA			
Fax Number:	3128637806		
<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:	3128637198		
Email:	nancy.brougher@goldbergkohn.com		
Correspondent Name:	Nancy J. Brougher, Paralegal		
Address Line 1:	c/o Goldberg Kohn Ltd.		
Address Line 2:	55 East Monroe, Suite 3300		
Address Line 4:	CHICAGO, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	5283.017		
NAME OF SUBMITTER:	Nancy Brougher		
SIGNATURE:	/njb/		
DATE SIGNED:	03/11/2021		
Total Attachments: 4			
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This instrument and the rights and obligations evidenced hereby are subordinate in the manner and to the extent set forth in that certain Amended and Restated Subordination and Intercreditor Agreement (as amended, restated, supplemented or otherwise modified from time to time, the "Subordination Agreement") dated as of December 22, 2020 among Owen Equipment Holdings Corp., a Delaware corporation, OEHC Midco Holdings Corp., a Delaware corporation, Ben-Ko-Matic Co., an Oregon corporation, Owen Equipment Sales, a California corporation, Legacy Equipment Company, LLC, a Delaware limited liability company, Blaze Equipment, LLC, a Texas limited liability company, and Blaze Equipment Rental, LLC, a Delaware limited liability company (collectively, the "Companies"), GCG Investors IV, LP, a Delaware limited partnership ("Subordinated Creditor"), and TCF National Bank, in its capacity as administrative agent for the lenders party to the Senior Credit Agreement (as defined in the Subordination Agreement) (in such capacity, "Senior Agent"), and each such party's successors and/or assigns, to the indebtedness (including interest) owed by the Companies pursuant to the Senior Debt Documents (as defined in the Subordination Agreement), as such Senior Debt Documents have been and hereafter may be amended, restated, supplemented or otherwise modified from time to time and to indebtedness refinancing the indebtedness under the Senior Debt Documents as contemplated by the Subordination Agreement; and Subordinated Creditor, by its acceptance hereof, irrevocably agrees to be bound by the provisions of the Subordination Agreement.

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of December 22, 2020, is made by Blaze Equipment, LLC, a Texas limited liability company (the "Company"), in favor of GCG Investors IV, LP, a Delaware limited partnership ("Lender").

RECITALS

WHEREAS, the Company, the other Obligors party thereto and Lender are parties to a Subordinated Loan Agreement dated as of November 28, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"; terms defined in the Credit Agreement which are used herein shall have the same meanings as are set forth in the Credit Agreement for such terms unless otherwise defined herein), pursuant to which Lender has agreed to make a loan to the Company and the other Borrowers party thereto;

WHEREAS, the Company, the other Obligors party thereto and Lender are parties to a Amended and Restated Security Agreement dated as of December 22, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"); and

WHEREAS, pursuant to the terms of the Security Agreement, the Company has granted to Lender a security interest in substantially all the assets of the Company, including all right, title and interest of the Company in, to and under all now existing and hereafter arising service marks, trademarks, trademark or service mark registrations, trademark or service mark applications, domain names and trade names and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world, to secure the payment and performance in full of all Liabilities and other amounts owing by the Company and the other Obligors under the Credit Agreement and the other Financing Agreements.

NOW, THEREFORE, in consideration of the mutual agreements set forth herein and in the Credit Agreement, the Company hereby grants to Lender a security interest in all of the Company's right, title and interest in and to the following, whether now existing and hereafter arising:

- (1) all service marks, trademarks, trademark or service mark registrations, trademark or service mark applications, domain names and trade names including, without limitation, the trademarks and service marks listed on Schedule I attached hereto and made a part hereof, and (a) renewals thereof and all goodwill related thereto, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past, present or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world;
- (2) all license agreements with any other Person or Persons with respect to any service marks, trademarks, trademark or service mark registrations, trademark or service mark applications, domain names and trade names, whether the Company is a licensor or licensee under any such license agreements, and, subject to the terms of such licenses, the right to prepare for sale, sell and advertise for sale, all inventory now or hereafter owned by the Company and now or hereafter covered by such licenses; and
- (3) all products and proceeds of the foregoing, including, without limitation, all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto arising in favor of the Company, including, without limitation, damages and payments for past or future infringements thereof (items 1 through 3 being herein collectively referred to as the "Trademark Collateral");

This security interest is granted in conjunction with the security interests granted to Lender pursuant to the Security Agreement and is subject to limitations set forth therein. In the event of any conflict between any provision of this Agreement and any provision of the Security Agreement, the Security Agreement will govern. The Company hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS AND NOT THE CONFLICTS OF LAW PROVISIONS OF THE STATE OF ILLINOIS.


[signature page follows]

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

BLAZE EQUIPMENT, LLC

By: Michael Smith
Name: Michael Smith
Title: Secretary and Treasurer

SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT

Owner	Trademark	Application/Registration Number	Application/Registration Date
Blaze Equipment, LLC	"Foundry Tools"  The logo for Foundry Tooling, featuring a square icon with a grid pattern above the text "FOUNDRY TOOLING".	88851020	March 27, 2020