

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM636346

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
COMMERCIAL FOODSERVICE REPAIR, INC.		03/30/2021	Corporation: SOUTH CAROLINA
RECEIVING PARTY DATA			
Name:	CIBC BANK USA, as Administrative Agent		
Street Address:	120 South LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	state bank: ILLINOIS		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5283687	TECH24 A COMMERCIAL FOODSERVICE REPAIRCO	
Registration Number:	4163211	TECH 24	
Registration Number:	4166561	TECH-24	
Registration Number:	3254956	SERVICE SOLUTIONS GROUP	
Registration Number:	6100424	ESI	
Registration Number:	1473521	ESI	
CORRESPONDENCE DATA			
Fax Number:	3126095005		
<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>			
Email:	hmiller@vedderprice.com		
Correspondent Name:	Holly Miller		
Address Line 1:	222 North LaSalle Street - 24th Floor		
Address Line 2:	Vedder Price P.C.		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	40180.00.0140		
NAME OF SUBMITTER:	Holly Miller		
SIGNATURE:	/Holly Miller/		

CH \$165.00 5283687

DATE SIGNED:	04/01/2021
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Total Attachments: 4
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 30th day of March, 2021 by COMMERCIAL FOODSERVICE REPAIR, INC., a South Carolina corporation ("CFR" and collectively with each other person that from time to time is made a Grantor hereunder, each individually a "Grantor" and collectively the "Grantors"), in favor of CIBC BANK USA, as the Administrative Agent for all the Lenders party to the Credit Agreement (as hereinafter defined) ("Administrative Agent"):

W I T N E S S E T H:

WHEREAS, Grantor and its affiliates have entered into a certain Credit Agreement dated as of March 30, 2021 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with various financial institutions ("Lenders") and Administrative Agent providing for the extensions of credit to be made to the Grantor and its affiliates by Lenders; and

WHEREAS, pursuant to the terms of the Credit Agreement, each Grantor has granted to Administrative Agent, for the benefit of Administrative Agent and the Lenders, a continuing security interest in substantially all of the assets of such Grantor, whether now or hereafter owned, existing, acquired or arising, including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired patents, patent applications, trademarks, trademark applications and trade names, and all products and proceeds thereof, to secure the payment of all amounts owing by each Grantor and its affiliates under the Credit Agreement.

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

1. Incorporation of Credit Agreement. The Credit Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Credit Agreement.

2. Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Administrative Agent, a continuing security interest in each Grantor's entire right, title and interest in and to the following, whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark and trademark application owned by such Grantor, including, without limitation, each trademark recorded by, and trademark application filed with, the U.S. Patent and Trademark Office referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith; provided, that notwithstanding the foregoing, no grant of any security interest shall be deemed granted hereunder on or in any "intent to use" trademark application for which a statement of use or declaration of use has not been filed and accepted with the U.S. Patent and Trademark Office; and

(ii) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future infringement of any such trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto.

(Signature Page Follows)

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

GRANTOR:

**COMMERCIAL FOODSERVICE
REPAIR, INC.**, a South Carolina
corporation

By: 

Name: Daniel J. Rødstrom

Title: Chief Executive Officer






(Signature Page to Trademark Security Agreement)

VP/#50360016

**TRADEMARK
REEL: 007242 FRAME: 0405**

SCHEDULE 1

TRADEMARKS AND TRADEMARK APPLICATIONS

Grantor		Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration	Class
Commercial Foodservice Repair, Inc.		87074995	5283687	June 17, 2016	September 12, 2017	037 - Construction and Repair Services
Commercial Foodservice Repair, Inc.		85255783	4163211	March 2, 2011	June 26, 2012	037 - Construction and Repair Services
Commercial Foodservice Repair, Inc.	TECH-24	85268320	4166561	March 16, 2011	July 3, 2012	037 - Construction and Repair Services
Commercial Foodservice Repair, Inc.		78712447	3254956	September 14, 2005	June 26, 2007	035 - Advertising and Business Services
Commercial Foodservice Repair, Inc.		88729963	6100424	December 17, 2019	July 14, 2020	037 - Construction and Repair Services
Commercial Foodservice Repair, Inc.	ESI	73627980	1473521	October 31, 1986	January 19, 1988	037 - Construction and Repair Services