

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM636925

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Amended and Restated Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MCNALLY INDUSTRIES, LLC		03/26/2021	Limited Liability Company: WISCONSIN
RECEIVING PARTY DATA			
Name:	LBC SMALL CAP SBIC, L.P., agent for lenders		
Street Address:	401 City Avenue		
City:	Bala Cynwyd		
State/Country:	PENNSYLVANIA		
Postal Code:	19004		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	0276565	NORTHERN	
CORRESPONDENCE DATA			
Fax Number:	3036293450		
<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:	303-629-3400		
Email:	burtner.jody@dorsey.com		
Correspondent Name:	Dorsey & Whitney LLP		
Address Line 1:	1400 Wewatta Street, Suite 400		
Address Line 2:	IP Department		
Address Line 4:	Denver, COLORADO 80202-5549		
ATTORNEY DOCKET NUMBER:	505848-7		
NAME OF SUBMITTER:	Jody L. Burtner, Senior Paralegal		
SIGNATURE:	/Jody L. Burtner/		
DATE SIGNED:	04/05/2021		
Total Attachments: 7			
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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this “Amended and Restated Trademark Security Agreement”) is made this 26th day of March, 2021, by and between MCNALLY INDUSTRIES, LLC, a Wisconsin limited liability company (“Grantor”), and LBC SMALL CAP SBIC, L.P., a Delaware limited partnership, in its capacity as Agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, “Agent”). This Agreement amends and restates in its entirety that certain Trademark Security Agreement, dated as of August 9, 2019 (as amended, restated, supplemented, or otherwise modified from time to time prior to the date hereof, the “Original Trademark Security Agreement”), by and among Grantor and Agent.

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of March 26, 2021 (as amended, restated, supplemented, or otherwise modified from time to time, the “Amended and Restated Credit Agreement”), by and among MCNALLY HOLDINGS, LLC, a Delaware limited liability company, and Grantor (collectively, the “Borrowers”), the Guarantors from time to time party thereto, the financial institutions from time to time party thereto (“Lenders”) and Agent, the Lenders have agreed to make the Loans and extend certain financial accommodations to the Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the Lenders are willing to extend the financial accommodations to the Borrowers as provided for in the Amended and Restated Credit Agreement and the other Financing Documents, but only upon the condition, among others, that the Borrowers shall have executed and delivered to Agent, for the benefit of the Lenders, that certain Amended and Restated Pledge and Security Agreement, dated as of March 26, 2021 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Amended and Restated Security Agreement”); and

WHEREAS, pursuant to the Amended and Restated Security Agreement, the Grantor is required to execute and deliver to Agent, for the benefit of the Lenders, this Amended and Restated Trademark Security Agreement;

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, the Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Amended and Restated Security Agreement or, if not defined therein, in the Amended and Restated Credit Agreement, and this Amended and Restated Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Amended and Restated Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. The Grantor hereby unconditionally grants, collaterally assigns, and pledges to Agent, for the benefit the Lenders, to secure the Secured Obligations, a continuing security interest (referred to in this Amended and Restated Trademark Security Agreement as the “Security Interest”) in all of the Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

(a) any and all trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including (A) the trade names, registered trademarks, trademark applications, registered service marks and service mark applications listed on Schedule I, (B) all renewals thereof, (C) 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 or dilutions thereof, (D) the right to sue for past, present and future infringements and dilutions thereof, (E) the goodwill of the Grantor’s business symbolized by the foregoing or connected therewith, and (F) all of the Grantor’s rights corresponding thereto throughout the world (“Trademarks”);

(b) (i) any written licenses provided to the Grantor in or with respect to Trademarks owned or controlled by any other Person, including those listed on Schedule I, and (ii) any written licenses provided to any other Person in or with respect to Trademarks owned or controlled by the Grantor, including those listed on Schedule I (“Trademark Licenses”); and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

Notwithstanding anything to the contrary contained in clauses (a) through (c) above, the security interest created by this Amended and Restated Trademark Security Agreement shall not extend to any United States intent-to-use trademark or service mark applications for which an amendment to allege use or a statement of use has not been filed and accepted by the PTO, to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark or service mark applications under applicable federal law, provided that upon submission and acceptance by the PTO of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Collateral.

3. SECURITY FOR SECURED OBLIGATIONS. This Amended and Restated Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Amended and Restated Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantor, or any of them, to Agent, the Lenders, or any of them, whether or

not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving the Grantor.

4. AMENDED AND RESTATED SECURITY AGREEMENT. The Security Interest granted pursuant to this Amended and Restated Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Amended and Restated Security Agreement. The Grantor hereby acknowledges and affirms 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 Amended and Restated Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Amended and Restated Trademark Security Agreement and the Amended and Restated Security Agreement, the Amended and Restated Security Agreement shall control.

5. DUTY TO SUPPLEMENT. If the Grantor shall obtain rights to any new trademarks, the provisions of this Amended and Restated Trademark Security Agreement shall automatically apply thereto. The Grantor shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting the Grantor's obligations under this Section, the Grantor hereby authorizes Agent unilaterally to modify this Amended and Restated Trademark Security Agreement by amending Schedule I to include any such new trademark rights of the Grantor. Notwithstanding the foregoing, no failure to so modify this Amended and Restated Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Amended and Restated Trademark Security Agreement is a Financing Document. This Amended and Restated Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Amended and Restated Trademark Security Agreement. Delivery of an executed counterpart of this Amended and Restated Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Amended and Restated Trademark Security Agreement. Any party delivering an executed counterpart of this Amended and Restated Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Amended and Restated Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Amended and Restated Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER. THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER SET FORTH IN SECTION 23 OF THE AMENDED AND RESTATED SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.


8. INTERPRETATION. On the Closing Date, the Original Trademark Security Agreement shall be amended and restated in its entirety by this Agreement. On and after the Closing Date, each reference in the Financing Documents to the “Trademark Security Agreement”, “thereunder”, “thereof” or similar words referring to the Trademark Security Agreement shall mean and be referenced to this Agreement.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Amended and Restated Trademark Security Agreement to be executed and delivered as of the day and year first written above.

GRANTOR:

MCNALLY INDUSTRIES, LLC, a Wisconsin
limited liability company

By:  _____

Name: Kyle Squillario

Title: Vice President and Treasurer

[SIGNATURE PAGE TO AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 007244 FRAME: 0653

**ACCEPTED AND
ACKNOWLEDGED BY:**

AGENT:

LBC SMALL CAP SBIC, L.P., a Delaware limited
partnership

By: LBC Small Cap Management GP, LLC
Its: General Partner

By: Don K. Rice
Name: Don K. Rice
Title: Partner

SCHEDULE I
to
AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Country	Mark	Application/ Registration No.	App/Reg Date
United States	NORTHERN	RN: 276565 SN: 71302001	AD: 5/31/30 RD: 10/21/30

Trademark Licenses

None.