

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM638212

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
The Day & Zimmermann Group, Inc.		04/09/2021	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Citizens Bank, N.A., as Administrative Agent		
<b>Street Address:</b>	130 North 18th Street, Suite 1310		
<b>City:</b>	Philadelphia		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19103		
<b>Entity Type:</b>	a national banking association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 15</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5321633	CAPFX	
<b>Registration Number:</b>	1153361	DZ	
<b>Registration Number:</b>	2431590	WE DO WHAT WE SAY	
<b>Registration Number:</b>	2431591	WE DO WHAT WE SAY	
<b>Registration Number:</b>	2706038	WE DO WHAT WE SAY	
<b>Registration Number:</b>	5117284	WHY NOT ZERO?	
<b>Registration Number:</b>	2943328	NPS	
<b>Registration Number:</b>	1686654	NPS	
<b>Registration Number:</b>	5041074	KNOW GREATER TALENT	
<b>Registration Number:</b>	4330536	EXPERTISE. DISCRETION. RESULTS.	
<b>Registration Number:</b>	4330537	SOC	
<b>Registration Number:</b>	4123433	DAY&ZIMMERMANN	
<b>Registration Number:</b>	4123434	DAY & ZIMMERMANN	
<b>Registration Number:</b>	6083120	BUILDING A MORE SECURE WORLD.	
<b>Registration Number:</b>	6061987	MASON & HANGER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6127661600		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

OP \$390.00 5321633

*using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** 6127666911  
**Email:** susan.carlson@faegredrinker.com  
**Correspondent Name:** Susan Carlson, Faegre Drinker Biddle  
**Address Line 1:** 90 SOUTH 7TH STREET SUITE 2200  
**Address Line 4:** Minneapolis, MINNESOTA 55402

<b>NAME OF SUBMITTER:</b>	Susan Carlson
<b>SIGNATURE:</b>	/e/ Susan Carlson
<b>DATE SIGNED:</b>	04/09/2021

**Total Attachments: 5**  
source=DZ - Trademark Security Agreement#page1.tif  
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source=DZ - Trademark Security Agreement#page5.tif

## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of April 9, 2021 (as amended, restated, supplemented or otherwise modified, this "Agreement"), among THE DAY & ZIMMERMANN GROUP, INC., a Delaware corporation (the "Borrower"), each Subsidiary party hereto as of the date hereof (collectively, the "Subsidiaries" and together with the Borrower, the "Grantors") and CITIZENS BANK, N. A., as Administrative Agent (in such capacity, the "Administrative Agent").

Reference is made to (a) the Fourth Amended and Restated Credit Agreement of even date herewith among the Borrower, the Lenders party thereto and the Administrative Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), and (b) the Fourth Amended and Restated Pledge and Security Agreement of even date herewith, by and among the Grantors party thereto and the Administrative Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement, the Guarantors have guaranteed Secured Obligations and the Grantors have secured their obligations pursuant to the Security Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement.

Accordingly, the parties hereto agree as follows:

1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement.

2. Grant of Security Interest. As security for the payment or performance, as applicable, in full when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does grant to the Administrative Agent (and its successors and assigns), for the ratable benefit of the Secured Parties, a security interest in, all such Grantor's right, title and interest in, to or under any and all of the following assets now owned or at any time hereafter acquired (collectively, the "Trademark Collateral"):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, uniform resource locations (URL's), domain names, designs and general intangibles of like nature, now existing or hereafter adopted or acquired and all registrations and recordings thereof and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office, in each case described on Schedule I and all reissues, renewals, continuations and extensions thereof and amendments thereto (the "Trademarks"),

(b) all reissues, continuations, extensions and renewals thereof and amendments thereto,

(c) all goodwill associated therewith or symbolized by any of the foregoing,

(d) all income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, and

(e) all other assets, rights and interests that uniquely reflect or embody such goodwill.

3        Security Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark 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.

4        Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (e.g., “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

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

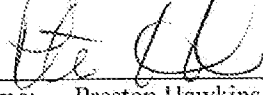
[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement as of the day and year first above written.

**THE DAY & ZIMMERMANN GROUP, INC.**

By:   
Name: Preston Hawkins  
Title: Treasurer

**DAY & ZIMMERMANN, INC.  
DAY & ZIMMERMANN INTERNATIONAL,  
INC.  
H.L. YOH COMPANY  
SOC LLC  
THE MASON & HANGER GROUP, INC.**

By:   
Name: Preston Hawkins  
Title: Assistant Treasurer

**CITIZENS BANK, N.A., as Administrative  
Agent**

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement as of the day and year first above written.


**THE DAY & ZIMMERMANN GROUP, INC.**

By: \_\_\_\_\_  
Name: Preston Hawkins  
Title: Treasurer

**DAY & ZIMMERMANN, INC.  
DAY & ZIMMERMANN INTERNATIONAL,  
INC.  
H.L. YOH COMPANY  
SOC LLC  
THE MASON & HANGER GROUP, INC.**

By: \_\_\_\_\_  
Name: Preston Hawkins  
Title: Treasurer or Assistant Treasurer

**CITIZENS BANK, N.A., as Administrative  
Agent**

By:  \_\_\_\_\_  
Name: Dale Carr  
Title: Senior Vice President

SCHEDULE I  
TRADEMARKS

Mark	Application No.	Application Date	Registration No.	Registration Date	Status of Mark	Current Owner/ Applicant
<b>CAPFX</b>	87351125	2/27/2017	5321633	10/31/2017	Live	Day & Zimmermann Group, Inc.
<b>Design</b>	73190950	10/26/1978	1153361	5/5/1981	Live	Day & Zimmermann, Inc.
<b>We Do What We Say</b>	75943707	3/14/2000	2431590	2/27/2001	Live	Day & Zimmermann Group, Inc.
<b>We Do What We Say</b>	75943794	3/14/2000	2431591	2/27/2001	Live	Day & Zimmermann Group, Inc.
<b>We Do What We Say</b>	76173948	12/1/2000	2706038	4/15/2003	Live	Day & Zimmermann Group, Inc.
<b>Why Not Zero?</b>	86827037	11/20/2015	5117284	1/10/2017	Live	Day & Zimmermann Group, Inc.
<b>NPS</b>	76470715	11/27/2002	2943328	4/26/2005	Live	Day & Zimmermann International, Inc.
<b>NPS</b>	73806236	6/12/1989	1686654	5/12/1992	Live	Day & Zimmermann International, Inc.
<b>Know Greater Talent</b>	86900971	2/8/2016	5041074	9/13/2016	Live	H.L. Yoh Company
<b>Expertise. Discretion, Results.</b>	85572880	3/19/2012	4330536	5/7/2013	Live	SOC LLC
<b>Service Mark SOC</b>	85572889	3/19/2012	4330537	5/7/2013	Live	SOC LLC
<b>Day &amp; Zimmermann plus Design</b>	77881993	11/30/2009	4123433	4/10/2012	Live	Day & Zimmermann, Inc.
<b>Day &amp; Zimmermann</b>	77882008	11/30/2009	4123434	4/10/2012	Live	Day & Zimmermann, Inc.
<b>Building a More Secure World</b>	88421004	5/8/2019	6083120	6/23/2020	Live	The Mason & Hanger Group, Inc.
<b>Mason &amp; Hanger</b>	88420330	5/8/2019	6061987	5/26/2020	Live	The Mason & Hanger Group, Inc.