

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM639030

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MHS CONVEYOR CORP.		04/13/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	ROYAL BANK OF CANADA		
Street Address:	Royal Bank Plaza, 200 Bay Street, 12th Fl. South Tower		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5J 2W7		
Entity Type:	Bank: CANADA		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	3211889	CRUZ	
Registration Number:	2602705	ERS	
Registration Number:	2602683	INTELLIROL	
Registration Number:	3857367	NBC	
Registration Number:	2664215	NBS	
Registration Number:	1272426	XENOPRESSURE	
Registration Number:	1119922	XENOROL	
Serial Number:	88257234	POLYSORT	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2123186532		
Email:	alanagramer@paulhastings.com		
Correspondent Name:	Alana Gramer		
Address Line 1:	200 Park Avenue		
Address Line 2:	Paul Hastings LLP		
Address Line 4:	New York, NEW YORK 10166		
NAME OF SUBMITTER:	Alana Gramer		
SIGNATURE:	/s/ Alana Gramer		

CH \$215.00 3211889

DATE SIGNED:	04/13/2021
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT dated as of April 13, 2021 (this “**Agreement**”), among MHS CONVEYOR CORP., a Delaware corporation (the “**Grantor**”) and ROYAL BANK OF CANADA, as collateral agent (in such capacity, the “**Collateral Agent**”).

Reference is made to (a) the U.S. Pledge and Security Agreement dated as of May 1, 2017 (as amended, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among DELIVER BUYER, INC. (the “**Borrower**”), DELIVER HOLDINGS II, LLC, a Delaware limited liability company (“**Holdings**”), the Subsidiary Parties from time to time party thereto and the Collateral Agent, and (b) the Amended and Restated Credit Agreement dated as of May 15, 2018 (as amended, supplemented or otherwise modified, refinanced and/or restated from time to time, the “**Credit Agreement**”), by and among the Borrower, Holdings, the Subsidiaries from time to time party thereto, the Lenders and the Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantor will derive substantial benefits from the extension of credit pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the applicable Security Agreement. The rules of construction specified in Section 1.01 of the applicable Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of its Obligations, the Grantor, hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”): all of the Trademarks owned by the Grantor and constituting Collateral, including, without limitation, those listed on Schedule I hereto and the goodwill of the business symbolized by the foregoing; (ii) all renewals of the foregoing; (iii) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements or dilutions thereof; (iv) all rights to sue for past, present, and future infringements or dilutions of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (v) all domestic rights corresponding to any of the foregoing.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks record this Trademark Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the applicable Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the applicable Security

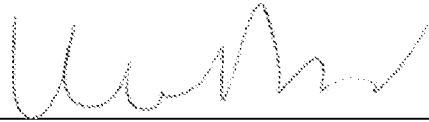
Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and any Security Agreement, the terms of the applicable Security Agreement shall govern.

SECTION 4. CHOICE OF LAW. THIS AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT, WHETHER IN TORT, CONTRACT (AT LAW OR IN EQUITY) OR OTHERWISE, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK.

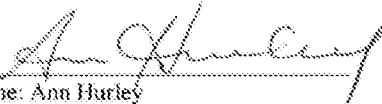
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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

MHS CONVEYOR CORP.

By: 
Name: William G. Dering, Jr.
Title: Vice President, Chief Financial Officer and
Treasurer

ROYAL BANK OF CANADA
as Collateral Agent,

By: 
Name: Ann Hurley
Title: Manager, Agency

Schedule I

United States Trademarks and Trademark Applications

<u>Trademark</u>	<u>Serial Number</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Owner</u>
CRUZ	78620637	3211889	February 20, 2007	MHS Conveyor Corp.
ERS	76235217	2602705	July 30, 2002	MHS Conveyor Corp.
INTELLIROL	76224596	2602683	July 30, 2002	MHS Conveyor Corp.
NBC	77497785	3857367	October 5, 2010	MHS Conveyor Corp.
NBS	76173468	2664215	December 17, 2002	MHS Conveyor Corp.
XENOPRESSURE	73412351	1272426	April 3, 1984	MHS Conveyor Corp.
XENOROL	73175910	1119922	June 12, 1979	MHS Conveyor Corp.
POLYSORT	88257234	--	January 10, 2019	MHS Conveyor Corp.