

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM648751

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	Amended and Restated Trademark Security Agreement		
<b>RESUBMIT DOCUMENT ID:</b>	900615844		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Ducharme, McMillen & Associates, Inc.		05/10/2021	Corporation: INDIANA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	First Financial Bank, as Administrative Agent		
<b>Street Address:</b>	255 East Fifth Street		
<b>Internal Address:</b>	Suite 800		
<b>City:</b>	Cincinnati		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	45202		
<b>Entity Type:</b>	State Chartered Bank: OHIO		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	90041140	TA TAXARC	
<b>Registration Number:</b>	6188511	TAXARC	
<b>Registration Number:</b>	2392865	DMA	
<b>Registration Number:</b>	6149667	DMA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2025339099		
<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>			
<b>Phone:</b>	2024678800		
<b>Email:</b>	behogue@vorys.com		
<b>Correspondent Name:</b>	Vorys, Sater, Seymour and Pease LLP		
<b>Address Line 1:</b>	P.O. Box 2255 -- IPLAW@Vorys		
<b>Address Line 2:</b>	Attn: Laura T. Geyer		
<b>Address Line 4:</b>	Columbus, OHIO 43216-2255		
<b>ATTORNEY DOCKET NUMBER:</b>	59684-202		
<b>NAME OF SUBMITTER:</b>	Bernice Hogue		
<b>SIGNATURE:</b>	/bernice hogue/		

**DATE SIGNED:**

05/21/2021

**Total Attachments: 14**

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## AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this “Agreement”) is made as of May 10, 2021 (the “Effective Date”), by and between **DUCHARME, MCMILLEN & ASSOCIATES, INC.**, an Indiana corporation (“Debtor”), whose principal place of business and mailing address is 828 S. Harrison Street, Suite 650, Fort Wayne, Indiana 46802, and **FIRST FINANCIAL BANK**, an Ohio state chartered bank located at 255 East Fifth Street, Suite 800, Cincinnati, Ohio 45202, as administrative agent (in such capacity, “Administrative Agent”) for the benefit of the Secured Creditors, and is as follows:

### RECITALS

Pursuant to that certain Amended and Restated Loan Agreement, dated as of the Effective Date, by and among Debtor, the other Borrowers from time to time party thereto, the Issuing Bank, the Administrative Agent and the Lenders from time to time party thereto (including all exhibits and schedules thereto, as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Loan Agreement”), Secured Creditors have agreed to extend certain financial accommodations to or for the direct or indirect benefit of Debtor and the other Loan Parties. Capitalized terms used, but not defined, herein shall have the respective meanings ascribed to such terms in the Loan Agreement.

To induce Secured Creditors to (i) enter into the Loan Agreement and the other Loan Documents and (ii) make or extend the Loans and other financial accommodations contemplated by the Loan Agreement and the other Loan Documents, Debtor has agreed to grant, and regrant, a continuing Lien on and security interest in all of the Trademark Collateral (as defined below) to secure all of the Secured Obligations.

NOW, THEREFORE, in consideration of the premises herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Debtor hereby agrees with the Administrative Agent as follows:

#### 1. SECURED OBLIGATIONS; SECURITY INTERESTS.

(a) Debtor is indebted to Secured Creditors pursuant to, among other things: (i) the Loan Agreement and the other Loan Documents, (ii) the agreements, instruments and other documents to which Debtor is a party or otherwise bound governing, evidencing, guaranteeing or securing any of the Bank Product Obligations, and (iii) the Rate Management Agreements, as applicable.

(b) As security for the payment and performance in full of the Secured Obligations, Debtor hereby grants, and regrants, to Administrative Agent, for the benefit of the Secured Creditors, a continuing security interest in and to, and Lien on, and hereby collaterally assigns to Administrative Agent, for the benefit of Secured Creditors, as collateral, all of the “Trademark Collateral”, as defined in Section 2 of this Agreement.

2. TRADEMARK COLLATERAL. The collateral in which a security interest and Lien is hereby granted and regranted comprises, collectively (all of the following being, collectively, the “Trademark Collateral”): (a) all of Debtor’s right, title and interest in and to all of its now owned or in the future owned or existing trademarks, service marks, trademark or service mark registrations, trade names, and trademark or service mark applications (exclusive, for purposes only of this Agreement, of any Intent-to-Use Applications (as defined below) for so long as, in the manner, and to the extent, expressly provided

below), including each mark, registration, and application listed on Schedule I attached hereto and made a part hereof (the property in this item (a) being, each, a “Trademark,” and, collectively, the “Trademarks”); (b) all renewals of each of the Trademarks; (c) all income, royalties, damages and payments now and in the future due or payable under or with respect to any and all of the Trademarks, including damages and payments for past or future infringements of any and all of the Trademarks; (d) all rights to sue for past, present and future infringements of any and all Trademarks; (e) all rights corresponding to each of the Trademarks throughout the world; (f) all rights of Debtor as licensor or licensee under, and with respect to the Trademarks, including the licenses listed on Schedule I and the Trademark Licenses (as defined in Section 4 (Debtor’s rights as licensor or licensee sometimes referred to in this Agreement collectively as “Trademark License Rights”)); (g) the goodwill of Debtor’s and its Subsidiaries’ business connected with the use of, and symbolized by, any of the foregoing; and (h) all books, records, cash and non-cash proceeds of any and all of the foregoing. Notwithstanding anything to the contrary in this Agreement, but subject to the proviso below, nothing in this Agreement is, or is intended or may be construed to be, a collateral assignment of, or grant of Lien on, any United States intent-to-use trademark applications (“Intent-to-Use Applications”) to the extent that, and solely during the period in which, the grant of a Lien thereon would impair the validity or enforceability of such Intent-to-Use Applications under applicable federal Law; provided, that, with respect to any Intent-to-Use Application in which Debtor has any right, title or interest, upon the earlier of (i) the submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) and (ii) the filing a statement of use with the United States Patent and Trademark Office pursuant to 15 USC §1051(c-d), or any foreign equivalent of any of the foregoing, each such Intent-to-Use Application and the resulting registration shall automatically be considered and become a part of the Trademark Collateral.

3. DEFINITIONS. Any capitalized term used but not defined herein shall have the meaning ascribed thereto in the Loan Agreement. All of the uncapitalized terms contained in this Agreement which are now or hereafter defined in the Uniform Commercial Code will, unless the context expressly indicates otherwise, have the meanings provided for now or hereafter in the Uniform Commercial Code, as such definitions may be enlarged or expanded from time to time by amendment or judicial decision.

4. LICENSES. Except for non-exclusive licenses attendant to products and services provided by Debtor or any of its Subsidiaries in the ordinary course of their respective businesses consistent with past custom and practice, Debtor expressly represents, warrants, covenants and agrees that Debtor shall not, and Debtor shall not permit any of its Subsidiaries to, license, as licensor, any Trademarks (a “Trademark License”) included in the Trademark Collateral without the prior written consent of Administrative Agent, which consent will not be unreasonably withheld by Administrative Agent so long as no Default or Event of Default has occurred and is continuing (in which case Administrative Agent may withhold its consent in its sole discretion), and each such Trademark License so granted shall be subject to the terms and conditions of this Agreement.

5. REPRESENTATIONS AND WARRANTIES. Debtor hereby represents and warrants to Administrative Agent and the other Secured Creditors that the following statements are as of the Effective Date and as of the date that each representation and warranty set forth in the Loan Agreement is required to be made or remade pursuant thereto, true:

(a) (i) Debtor is, and as to any property which at any time forms a part of the Trademark Collateral, shall be, the sole legal and beneficial owner of the entire right, title and interest in and to the Trademark Collateral other than Permitted Liens; and (ii) Debtor has full right to grant a security interest in the Trademark Collateral hereby granted, free and clear of any Lien (other than Permitted Liens), option or license (other than any license expressly permitted by this Agreement);

(b) set forth on Schedule I is a complete and accurate list of all Trademarks and Trademark License Rights owned by Debtor or in which Debtor has any rights;

(c) each Trademark is subsisting and has not been adjudged by a Governmental Authority invalid, unregistrable or unenforceable, in whole or in part, and to Debtor's Knowledge, (i) each Trademark is enforceable and (ii) each application for registration of any Trademark is valid or registrable, and enforceable. There have been no prior uses of any item of the Trademark Collateral of which Debtor is aware which would reasonably be expected to lead to such item becoming invalid or unenforceable, including to Debtor's Knowledge prior unauthorized uses by third parties and uses which were not supported by the goodwill of the business connected with such item;

(d) as of the Effective Date, Debtor has not granted any license, release, covenant not to sue, or non-assertion assurance to any Person with respect to any part of the Trademark Collateral except as disclosed on Schedule I or except as expressly permitted under Section 4;

(e) reasonable and proper statutory notice has been used in connection with the use of each registered Trademark;

(f) to Debtor's Knowledge, the Trademark License Rights are in full force and effect. Debtor is not in default under any of the Trademark License Rights and, to Debtor's Knowledge, no event has occurred which with notice, the passage of time, the satisfaction of any other condition, or all of them, would reasonably be expected to constitute a default by Debtor under the Trademark License Rights; and

(g) except for the filing of financing statements and the recording of this Agreement with the United States Patent and Trademark Office (or any similar office or agency in any other country or any political subdivision of that country), no authorization, consent, approval or other action by, and no notice to or filing or recording with, any Governmental Authority is currently or is reasonably expected to be required for the: (i) grant by Debtor of the Liens granted hereby, (ii) execution, delivery or performance of this Agreement by Debtor or (iii) perfection of or the exercise by Administrative Agent of its rights or remedies hereunder.

6. DEBTOR'S RESPONSIBILITIES AND AGREEMENTS. Until the Payment in Full of the Secured Obligations and the termination of the Loan Agreement:

(a) Debtor will furnish to Administrative Agent upon Administrative Agent's request, a current list of all of the items of the Trademark Collateral for the purpose of identifying the Trademark Collateral, including any licensing of Trademark Collateral (other than non-exclusive licenses attendant to products and services provided by Debtor or any of its Subsidiaries in the ordinary course of their respective businesses consistent with past custom and practice), and all other information in connection with the Trademark Collateral as Administrative Agent may reasonably request, all in reasonable detail, and further execute and deliver such supplemental instruments, in the form of collateral assignments or otherwise, as Administrative Agent shall reasonably require for the purpose of confirming and perfecting Administrative Agent's security interest in any or all of the Trademark Collateral for the benefit of Secured Creditors;

(b) should Debtor obtain an ownership interest in any Trademark License Rights or Trademarks (whether any such Trademarks or applications for Trademarks are registered domestically or in any other country or any political subdivision of that country), which are not now identified on Schedule I, (i) Debtor will give prompt written notice to Administrative Agent, (ii) the provisions of Section 2 shall automatically apply to the Trademark License Rights and Trademarks (exclusive of any Intent-to-Use Applications in the manner, and to the extent, set forth in Section 2) acquired or obtained,

and (iii) each of such Trademark License Rights and Trademarks (exclusive of any Intent-to-Use Applications in the manner, and to the extent, set forth in Section 2), together with the goodwill of the business connected with the use of the mark and symbolized by it, shall automatically become part of the Trademark Collateral under this Section 6(b). Upon any such notice by Debtor to Administrative Agent, Schedule I will be automatically amended to include any Trademarks and Trademark License Rights which shall become part of the Trademark Collateral under this Section 6(b);

(c) to the extent that Debtor determines in its reasonable discretion that it is in Debtor's best interest to do so, Debtor will take all necessary steps in any proceeding before the United States Patent and Trademark Office (or any similar office or agency in any other country or any political subdivision of that country) or in any court to maintain each Trademark and to pursue each item of Trademark Collateral, including the filing of applications for renewal, the payment of maintenance fees, and the participation in opposition, interference and infringement proceedings, or the foreign equivalent thereof. To the extent Debtor determines in its reasonable discretion that it is necessary to the conduct of its or any of its Subsidiary's respective business, Debtor agrees to take corresponding steps with respect to each new or other registered Trademark and application for Trademark registration to which Debtor is now or later becomes entitled. Any expenses incurred in connection with such activities shall be borne by Debtor. Debtor shall not (i) abandon any registration of or any item of Trademark Collateral, (ii) abandon any right to file an application for Trademark registration, or (iii) abandon any pending application, registration, or Trademark, unless, in each such case, the goodwill of the business connected with and symbolized by such application, registration, or Trademark is not material to the conduct of Debtor's or any of its Subsidiary's business or Debtor determines in its reasonable discretion that it is in Debtor's and its Subsidiaries' best interest to do so;

(d) Debtor will notify Administrative Agent promptly in writing (i) of any information which Debtor has received, or reasonably expects to receive, which might in any way materially adversely affect the value of the Trademark Collateral or the rights of any Secured Creditor with respect thereto and (ii) when Debtor learns (A) that any item of the Trademark Collateral may become abandoned or dedicated; (B) of any adverse written determination by a court or other Governmental Authority (including the institution of any proceeding in the United States Patent and Trademark Office (or any similar office or agency in any other country or any political subdivision of that country)) regarding any item of the Trademark Collateral; or (C) that Debtor is or could reasonably be expected to be in default of any of the Trademark License Rights;

(e) Debtor will promptly notify Administrative Agent should Debtor become aware that any item of the Trademark Collateral necessary to its or any of its Subsidiary's business is infringed or misappropriated by any Person, and will, to the extent that Debtor determines in its discretion, exercised in a commercially reasonable manner, that it is in Debtor's best interests to do so, promptly sue for infringement or misappropriation and for recovery of all damages caused by the infringement or misappropriation, and will take all other actions as Debtor deems appropriate under the circumstances to protect the Trademark Collateral. Any expense incurred in connection with the foregoing activities will be borne by Debtor;

(f) except as expressly permitted by this Agreement or as expressly permitted by the Loan Agreement, Debtor will not (i) sell, assign (by operation of law or otherwise), license or otherwise dispose of any of the Trademark Collateral; (ii) create or suffer to exist any Liens on, or with respect to, any of the Trademark Collateral except for Permitted Liens; or (iii) take any other action in connection with any of the items of Trademark Collateral that would reasonably be expected to impair the value of the interests or rights of Debtor or any Secured Creditor in, to or under such Trademark Collateral;

(g) Debtor will use, and will cause the use of, reasonable and proper statutory notice in connection with its or any of its Subsidiary's use of each Trademark in their business, except where the failure to do so would not reasonably be expected to impair the value of the interests or rights of Debtor or any Secured Creditor in, to or under such Trademark; and

(h) Debtor will pay all reasonable expenses and reasonable Attorneys' Fees incurred by any Secured Creditor in the exercise (including enforcement) of any of such Secured Creditor's rights or remedies under this Agreement or applicable law, in each case, in accordance with Section 9.10 of the Loan Agreement; and Debtor agrees that said expenses and fees shall constitute part of the Secured Obligations and be secured by the Trademark Collateral and the other Collateral.

7. POWER OF ATTORNEY. Debtor hereby (a) makes, constitutes and appoints Administrative Agent, for the benefit of Secured Creditors, its true and lawful attorney in fact to: (i) execute and/or authenticate on its behalf and/or file financing statements reflecting its security interest in the Trademark Collateral, (ii) record the security interest in any and all Trademark Collateral in favor of Administrative Agent, for the benefit of Secured Creditors, with the United States Patent and Trademark Office (or any similar office or agency in any other country or any political subdivision of that country), (iii) execute and/or authenticate on its behalf and/or file any other documents necessary or desirable to perfect or otherwise further the security interest granted herein, and (iv) upon the occurrence and during the continuance of an Event of Default: (A) to file any claims or take any action or institute any proceedings that Administrative Agent may deem necessary or desirable for the collection of any of the Trademark Collateral, (B) to assign of record in the United States Patent and Trademark Office (or any similar office or agency in any other country or any political subdivision of that country) any and all of the Trademark Collateral in Administrative Agent's name (or the name of any nominee), and/or (C) otherwise to enforce the rights of Administrative Agent and all of the other Secured Creditors with respect to any of the Trademark Collateral, and (b) specifically irrevocably authorizes Administrative Agent as its true and lawful attorney in fact to act in accordance with the above. It is understood and agreed that the foregoing powers of attorney shall be deemed to be a power coupled with an interest which cannot be revoked until the Termination of this Agreement in accordance with Section 9(k) of this Agreement.

8. DEFAULT.

(a) If an Event of Default occurs and is continuing, then, in any such event, Administrative Agent may without further notice to Debtor except as expressly provided in the Loan Agreement and, at the request of the Required Lenders shall, declare all Notes and any or all of the other Secured Obligations to become immediately due and payable in the aggregate amount thereof; provided that the Secured Obligations shall be accelerated automatically and immediately if the Event of Default occurs under any of Section 6.1(g,) 6.1(h) or 6.1(i) of the Loan Agreement. If an Event of Default occurs and is continuing, Administrative Agent may resort to the rights and remedies available at Law, in equity and under the Loan Documents, including the rights and remedies of a secured party under the Uniform Commercial Code (whether or not the Uniform Commercial Code applies to the affected Trademark Collateral) including, without limitation, (i) causing the assignment of record in the United States Patent and Trademark Office (or any similar office or agency in any other country or any political subdivision of that country) of the Trademark Collateral in Administrative Agent's name, for the benefit of Secured Creditors, or in the name of any nominee of Administrative Agent; (ii) requiring Debtor to assemble all or any part of the documents embodying the Trademark Collateral as directed by Administrative Agent and make the documents available to Administrative Agent at a place to be designated by Administrative Agent; (iii) licensing the Trademark Collateral or any part thereof, or assigning its rights to the Trademark License Rights to any Person, and otherwise exercising any and all rights and remedies of Administrative Agent and the other Secured Creditors under or in connection with the Trademark Licenses or otherwise in respect of the Trademark Collateral (and Administrative Agent is also hereby granted a non-exclusive,

royalty-free license to use the Trademark Collateral in completing production of, advertising for sale, and selling any Collateral); and (iv) selling the Trademark Collateral at a public or private sale, and Debtor will be credited with the net proceeds of such sale only when they are actually received by Administrative Agent, and any requirement of reasonable notice of any disposition of the Trademark Collateral will be satisfied if such notice is sent to Debtor ten days prior to such disposition. In the event of any sale, assignment, or other disposition of any of the Trademark Collateral following the occurrence and during the continuance of an Event of Default, (A) the goodwill of the business connected with and symbolized by any Trademark Collateral subject to such disposition shall be included, and (B) Debtor will, and Debtor will cause each of its Subsidiaries to, supply to Administrative Agent or its designee Debtor's (1) know-how and expertise relating to the manufacture and sale of products or the provision of services relating to any Trademark Collateral subject to such disposition and (2) customer lists and other records relating to such Trademark Collateral and to the distribution of such products and services. Moreover, if an Event of Default occurs and is continuing, then Administrative Agent may and, at the request of the Required Lenders shall, apply for and have a receiver appointed under state, provincial or federal law by a court of competent jurisdiction in any action taken by Administrative Agent to enforce its and the other Secured Creditors' rights and remedies under this Agreement and, as applicable, the other Loan Documents in order to: (I) manage, protect, preserve, and sell and otherwise dispose of all or any portion of the Trademark Collateral, (II) continue the operation of the business of Debtor and, as Administrative Agent may elect, any of its Subsidiaries, and/or (III) collect all revenues and profits thereof and apply the same to the payment of all expenses and other charges of such receivership, including the compensation of the receiver, and to the payment of the Secured Obligations until a sale or other disposition of such Trademark Collateral is finally made and consummated.

(b) No remedy set forth herein is exclusive of any other available remedy or remedies, but each is cumulative and in addition to every other remedy given under this Agreement, the other Loan Documents or now or hereafter existing at Law or in equity. Administrative Agent may proceed to protect and enforce its rights by an action at law, in equity or by any other appropriate proceedings. No failure on the part of Administrative Agent to enforce any of the rights hereunder shall be deemed a waiver of such rights or of any Event of Default and no waiver of any Event of Default will be deemed to be a waiver of any subsequent Event of Default.

(c) Debtor acknowledges and agrees that Administrative Agent shall have no obligation to, and Debtor hereby waives to the fullest extent permitted by law, any right that it may have to require Administrative Agent to: (i) prepare any of the Trademark Collateral for sale, (ii) pursue any Person to collect any of the Secured Obligations, or (iii) exercise collection remedies against any Persons obligated on the Trademark Collateral. Administrative Agent's compliance with any applicable local, state, provincial or federal law requirements, in addition to those imposed by the Uniform Commercial Code in connection with a disposition of any or all of the Trademark Collateral will not be considered to adversely affect the commercial reasonableness of any disposition of any or all of the Trademark Collateral under the Uniform Commercial Code.

## 9. GENERAL PROVISIONS.

(a) All rights of Administrative Agent shall inure to the benefit of its, and each of the other Secured Creditors', successors and permitted assigns and all obligations of Debtor shall bind the successors and permitted assigns of Debtor; provided, that, Debtor may not assign or otherwise transfer any of its rights or obligations hereunder or any under other Loan Document to which it is a party or otherwise bound except in accordance with the Loan Agreement.

(b) This Agreement and the other Loan Documents contain the entire agreement of the parties with respect to the subject matter of this Agreement and supersede all previous understandings and



agreements relating to the subject matter hereof, and no oral agreement whatsoever, whether made contemporaneously herewith or hereafter shall amend, modify or otherwise affect the terms of this Agreement. The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement. This Agreement may be signed by facsimile signatures or other electronic delivery of an image file reflecting the execution hereof, and, if so signed: (i) may be relied on by each party as if the document were a manually signed original and (ii) will be binding on each party for all purposes.

(c) This Agreement is delivered in, is intended to be performed in, will be construed and enforceable in accordance with and governed by the internal Laws of, the State of Ohio, without regard to principles of conflicts of Law that would apply the Law of any State other than the State of Ohio. Debtor and Administrative Agent agree that the state and federal courts in Hamilton County, Ohio or any other court in which Administrative Agent initiates proceedings shall have exclusive jurisdiction over all matters arising out of this Agreement and the other Loan Documents, WITHOUT LIMITATION ON THE ABILITY OF ADMINISTRATIVE AGENT OR THE OTHER SECURED CREDITORS, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, TO INITIATE AND PROSECUTE IN ANY APPLICABLE JURISDICTION ACTIONS RELATED TO THE REPAYMENT AND COLLECTION OF THE SECURED OBLIGATIONS AND THE EXERCISE OF ALL OF ADMINISTRATIVE AGENT'S AND THE OTHER SECURED CREDITOR'S RIGHTS AGAINST DEBTOR WITH RESPECT THERETO AND ANY SECURITY OR PROPERTY OF DEBTOR, INCLUDING DISPOSITIONS OF THE TRADEMARK COLLATERAL AND THAT SERVICE OF PROCESS IN ANY SUCH PROCEEDING SHALL BE EFFECTIVE IF MAILED TO DEBTOR AT THE ADDRESS SET FORTH IN SECTION 9.4 OF THE LOAN AGREEMENT.

(d) If any provision of this Agreement is found invalid by a court of competent jurisdiction, the invalid term will be considered excluded from this Agreement and will not invalidate the remaining provisions of this Agreement.

(e) Debtor hereby irrevocably authorizes Administrative Agent to file with the United States Patent and Trademark Office (or any similar office or agency in any other country or any political subdivision of that country) a copy of this Agreement and any amendments hereto or any document which may be required by the United States Patent and Trademark Office (or any similar office or agency in any other country or any political subdivision of that country). Debtor also hereby irrevocably authorizes Administrative Agent at any time and from time to time to file and/or record in any filing office in any jurisdiction any initial financing statements and amendments thereto that (i) describe the Trademark Collateral and (ii) provide any other information required by Part 5 of Article 9 of the Uniform Commercial Code for the sufficiency or filing office acceptance of any financing statement or amendment, including whether Debtor is an organization, the type of organization and any organizational identification number issued to Debtor. Debtor hereby irrevocably authorizes Administrative Agent at any time and from time to time to correct or complete, or to cause to be corrected or completed, any financing statements, continuation statements or other such documents as have been filed naming Debtor as debtor and Administrative Agent as secured party. Administrative Agent is hereby irrevocably authorized to give notice to any licensor or licensee of any Trademark Collateral or any other Person as may be necessary or desirable under applicable laws to evidence, protect, perfect, or enforce the security interest granted to Administrative Agent, for the benefit of Secured Creditors, in the Trademark Collateral.

(f) Administrative Agent shall have no duty of care with respect to the Trademark Collateral except that Administrative Agent shall exercise reasonable care with respect to the Trademark Collateral in Administrative Agent's custody. Administrative Agent shall be deemed to have exercised reasonable care if (i) such property is accorded treatment substantially equal to that which Administrative Agent

accords its own property or (ii) Administrative Agent takes such action with respect to the Trademark Collateral as Debtor shall reasonably request in writing. Administrative Agent will not be deemed to have, and nothing in this subparagraph (f) may be construed to deem that Administrative Agent has, failed to exercise reasonable care in the custody or preservation of Trademark Collateral in its possession merely because either (A) Administrative Agent failed to comply with any request of Debtor or (B) Administrative Agent failed to take steps to preserve rights against any Persons in such property. Debtor agrees that Administrative Agent has no obligation to take steps to preserve rights against any prior parties.

(g) The definition of any document, instrument or agreement includes all schedules, attachments and exhibits thereto and all renewals, extensions, supplements, restatements and amendments thereof. All schedules, exhibits or other attachments to this Agreement are incorporated into, and are made and form an integral part of, this Agreement for all purposes. As used in this Agreement, “hereunder,” “herein,” “hereto,” “this Agreement” and words of similar import refer to this entire document; “including” is used by way of illustration and not by way of limitation, unless the context clearly indicates the contrary; the singular includes the plural and conversely; and any action required to be taken by Debtor is to be taken promptly, unless the context clearly indicates the contrary. The description of the Trademark Collateral in this Agreement does not in any way limit the description of, or Administrative Agent’s Lien on, the “Collateral” as defined in the Borrowers Security Agreement or Administrative Agent’s rights or remedies respecting the “Collateral.” Without limiting the generality of the foregoing, this Agreement is not in any way intended, nor may it be construed, to replace, impair, extinguish or otherwise adversely affect the creation, attachment, perfection or priority of the security interests and other Liens granted to, or held by, Administrative Agent, for the benefit of Secured Creditors, under the Borrowers Security Agreement or any other Loan Documents, which security interests and other Liens, Debtor, by this Agreement, acknowledges, reaffirms and confirms to Administrative Agent.

(h) EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES THE RIGHT TO A TRIAL BY JURY OF ANY MATTERS ARISING OUT OF THIS AGREEMENT, THE OTHER LOAN DOCUMENTS, OR THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY.

(i) The remedies provided in this Agreement and the other Loan Documents are cumulative and not exclusive of any remedies provided by law. Exercise of one or more remedy(ies) by Administrative Agent does not require that all or any other remedy(ies) be exercised and does not preclude later exercise of the same remedy. If there is any conflict, ambiguity, or inconsistency between the terms of this Agreement and any of the other Loan Documents, then the applicable terms and provisions of the Loan Agreement or, if not addressed in the Loan Agreement, the Borrowers Security Agreement will control.

(j) Debtor recognizes that, in the event that Debtor fails to perform, observe or discharge any of its obligations or liabilities under this Agreement, any remedy at law may prove to be inadequate relief to Secured Creditors; therefore, Debtor agrees that Secured Creditors, if Administrative Agent so requests, shall be entitled to temporary and permanent injunctive relief in any such case without the necessity of proving actual damages.

(k) This Agreement will automatically terminate (“Termination”) upon (i) the Payment in Full of the Secured Obligations and (ii) the termination of the Loan Agreement. Upon such Termination, the Liens on the Trademark Collateral granted hereunder shall automatically be released without further action of Administrative Agent, and Administrative Agent will, upon Debtor’s request and at Debtor’s expense, execute and deliver to Debtor proper documentation acknowledging such release and will deliver UCC termination statements with respect to its Liens on the Trademark Collateral.

(l) All Liens granted or contemplated hereby shall be for the benefit of Administrative Agent, individually, and all of the other Secured Creditors, and all proceeds or payments realized from Trademark Collateral in accordance herewith shall be applied to the Secured Obligations in accordance with the terms of the Loan Agreement. As between Debtor and Administrative Agent, Administrative Agent shall be conclusively presumed to be acting as agent for the Secured Creditors with full and valid authority to so act or refrain from acting.

10. Amendment and Restatement. Debtor and the Existing Lender entered into that certain Trademark Security Agreement dated as of October 27, 2016 (as heretofore amended or otherwise modified from time to time, the “Existing Trademark Security Agreement”). On and after the Effective Date, the Existing Trademark Security Agreement is hereby amended and restated in its entirety by this Agreement, and this Agreement and the other Loan Documents to which Debtor is a party or otherwise bound will govern the present relationship among Debtor and the Secured Creditors with respect to the subject matter hereof and thereof. Debtor hereby further ratifies and reaffirms any and all grants of Liens by it to the Administrative Agent (as assignee of the Existing Lender) on the Trademark Collateral as security for the Secured Obligations, and Debtor acknowledges and confirms that the Liens heretofore granted (and regranted herein) by it to the Administrative Agent on the Trademark Collateral: (i) represent continuing Liens on all of the Trademark Collateral, (ii) secure all of the Secured Obligations, and (iii) represent valid, first priority Liens on all of the Trademark Collateral, except to the extent of any Permitted Liens. References in any of the Loan Documents to the Existing Trademark Security Agreement shall, on and after the Effective Date, be deemed to be references to this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the Effective Date.

**DEBTOR:**

**DUCHARME, MCMILLEN & ASSOCIATES, INC.**

By:   
Daniel Huttmacher, President and  
Chief Executive Officer

**ADMINISTRATIVE AGENT:**

**FIRST FINANCIAL BANK, as Administrative Agent**

By: \_\_\_\_\_  
William B. Hudson, Vice President

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the Effective Date.

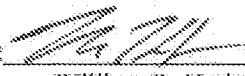
DEBTOR:

DUCHARME, MCMILLEN & ASSOCIATES, INC.

By: \_\_\_\_\_  
Daniel Hutmacher, President and  
Chief Executive Officer

ADMINISTRATIVE AGENT:



FIRST FINANCIAL BANK, as Administrative Agent

By:  \_\_\_\_\_  
William B. Hudson, Vice President




**SCHEDULE I**

**TRADEMARKS AND LICENSES**

1. Registered/Pending Domestic Trademarks

Mark	Serial Number	Filing Date	Registration Number	Registration Date	Country
	90041140	July 8, 2020	N/A	N/A	USA
TAXARC	88773887	January 27, 2020	6188511	November 3, 2020	USA
	75648184	February 23, 1999	2392865	October 10, 2000	USA
DMA	88774970	January 27, 2020	6149667	September 8, 2020	USA

2. Registered/Pending Foreign Trademarks

Mark	Serial Number	Filing Date	Registration Number	Registration Date	Country
	1022766	July 19, 1999	TMA547760	July 6, 2001	Canada
	724181	March 8, 1993	TMA431508	August 5, 1994	Canada
	724184	March 8, 1993	TMA431509	August 5, 1994	Canada

3. State, Provincial and Common Law Trade Names and Trademarks

None.

4. Trademark License Rights

None.