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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM652558

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type	
CRubin LLC		05/18/2021	Limited Liability Company: FLORIDA	

RECEIVING PARTY DATA

Name:	Fifth Third Bank, as Administrative Agent		
Street Address:	38 Fountain Square Plaza		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45202		
Entity Type:	National Banking Association: UNITED STATES		

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark	
Serial Number:	88943304	LOGITIX	
Registration Number:	6279226	LOGITIX	

CORRESPONDENCE DATA

Fax Number: 2025339099

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.

Email: kdhoover@vorys.com

Correspondent Name: Vorys, Sater, Seymour and Pease LLP Address Line 1: P.O. Box 2255 - IPLAW@VORYS.COM

Address Line 2: Attn: Laura T. Geyer

Address Line 4: Columbus, OHIO 43216-2255

ATTORNEY DOCKET NUMBER:	064552-000461
NAME OF SUBMITTER:	Kimberly Hoover
SIGNATURE:	/Kimberly Hoover/
DATE SIGNED:	06/08/2021

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of May 18, 2021, is made by CRubin LLC, a Florida limited liability company (the "Grantor"), in favor of Fifth Third Bank, National Association, as administrative agent and collateral agent (in such capacities, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of July 18, 2018, as further amended by the First Amendment to Credit Agreement, dated as of August 31, 2018, and the Second Amendment and Limited Waiver to Credit Agreement dated as of November 18, 2020 (as amended, and as the same may be further amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Grantor, Dynasty ZMC Holdings LLC, a Delaware limited liability company, the Lenders from time to time party thereto and the Administrative Agent, the Lenders have severally agreed to make extensions of credit to Grantor upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor is a party to the Guaranty and Security Agreement dated as of July 18, 2018, in favor of the Administrative Agent (as such agreement may be amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "Guaranty and Security Agreement") pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement.

- NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make and continue to make their respective extensions of credit to Grantor thereunder, Grantor hereby agrees with the Administrative Agent as follows:
- Section 1. <u>Defined Terms</u>. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.
- Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):
- (a) all of its registrations and applications for registration for United States Trademarks included in the Collateral (other than those relating solely to Foreign Subsidiaries (as defined in the Credit Agreement)), including, without limitation, those referred to on Schedule 1 hereto;
 - (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and

Classification: Internal Use

recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding the foregoing, there shall be no Lien on or security interest granted or pledged by any Grantor in any Trademark application that is filed on an "intent-to-use" basis prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademark application under applicable United States law.

- Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Guaranty and Security Agreement, the provisions of the Guaranty and Security Agreement shall control.
- Section 4. <u>Counterparts</u>. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.
- Section 5. <u>Governing Law</u>. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.
- Section 6. <u>Florida Documentary Stamp Tax.</u> THIS TRADEMARK SECURITY AGREEMENT HAS BEEN EXECUTED AND DELIVERED OUTSIDE THE STATE OF FLORIDA.

[SIGNATURE PAGES FOLLOW]

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IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

CRUBIN LLC,

as Grantor

By:____ Name:

Title:

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

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ACCEPTED AND AGREED as of the date first above written:

FIFTH THIRD BANK, NATIONAL ASSOCIATION as Administrative Agent

A , ` A

Title: Vice P

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

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SCHEDULE I TO TRADEMARK SECURITY AGREEMENT

Trademark Registrations

Owner: CRubin LLC, a Florida limited liability company

RECORDED: 06/08/2021

Ref	Mark	Serial Number	Filing Date	Registration Number	Registration Date
1	LOGITIX	88943304	06/02/2020	n/a	n/a
2	LOGITIX	88980152	06/02/2020	6279226	02/23/2021