

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM670232

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Durakon Acquisition Corp.		10/31/2019	Corporation: MICHIGAN
Penda Corporation		10/31/2019	Corporation: DELAWARE
Durakon Industries, Inc.		10/31/2019	Corporation: MICHIGAN
The Fabri-Form Company		10/31/2019	Corporation: OHIO
The PendaForm Company		10/31/2019	Corporation: DELAWARE
Trienda Holdings, L.L.C.		10/31/2019	Limited Liability Company: OKLAHOMA
RECEIVING PARTY DATA			
Name:	White Oak Commercial Finance, LLC		
Street Address:	4777 Sharon Rd., Suite 510		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28210		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	6429197	CARGOPRO	
Registration Number:	6429196	CARGOPRO SOLUTIONS	
CORRESPONDENCE DATA			
Fax Number:	3128637867		
<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:	312-863-7267		
Email:	jaclyn.di.grande@goldbergkohn.com		
Correspondent Name:	Jaclyn Di Grande - Paralegal		
Address Line 1:	Goldberg Kohn Ltd.		
Address Line 2:	55 E Monroe St., Ste 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	7473.049		
NAME OF SUBMITTER:	Jaclyn Di Grande		

OP \$65.00 6429197

SIGNATURE:	/jaclyn digrande/
DATE SIGNED:	08/25/2021
Total Attachments: 8 source=Penda Trademark Security Agreement - 11108924-1 - GKL1B16#page1.tif source=Penda Trademark Security Agreement - 11108924-1 - GKL1B16#page2.tif source=Penda Trademark Security Agreement - 11108924-1 - GKL1B16#page3.tif source=Penda Trademark Security Agreement - 11108924-1 - GKL1B16#page4.tif source=Penda Trademark Security Agreement - 11108924-1 - GKL1B16#page5.tif source=Penda Trademark Security Agreement - 11108924-1 - GKL1B16#page6.tif source=Penda Trademark Security Agreement - 11108924-1 - GKL1B16#page7.tif source=Penda Trademark Security Agreement - 11108924-1 - GKL1B16#page8.tif	

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of October 31, 2019, is made by the signatories listed below (collectively, the "Grantors" and each individually, a "Grantor"), in favor of White Oak Commercial Finance, LLC (the "Lender").

WITNESSETH:

WHEREAS, pursuant to the Loan, Security and Guaranty Agreement, dated as of the date hereof (as the same may be amended, restated, amended and restated, supplemented or modified from time to time, the "Loan Agreement"), by and among the Grantors, the other Loan Parties from time to time party thereto, and the Lender, the Lender has agreed to make an extension of credit to Penda Corporation, a Delaware corporation and Trienda Holdings, L.L.C., an Oklahoma limited liability company, upon the terms and subject to the conditions set forth therein; and

WHEREAS, pursuant to the terms of the Loan Agreement, the Grantors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, the Grantors agree as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. To secure the Secured Obligations, each Grantor hereby grants to Lender a continuing security interest in all of such Grantor's rights, titles and interests in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral");

(a) all of its Trademarks set forth on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) subject to the Loan Agreement, all proceeds of the foregoing, including, without limitation, any claim by any Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

3. LOAN AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Lender, pursuant to the Loan Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any inconsistency, ambiguity or conflict between this Trademark Security Agreement and the Loan Agreement, the terms of the Loan Agreement shall control.

4. COUNTERPARTS; ELECTRONIC SIGNATURES. This Trademark Security Agreement may be executed in any number of and by different parties hereto on separate counterparts, all of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same Trademark Security Agreement. Any signature delivered by a party by facsimile or electronic transmission (including email transmission of a PDF image) shall be deemed to be an original signature hereto.

5. INCORPORATION BY REFERENCE. THIS PATENT SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING GOVERNING LAW SET FORTH IN SECTION 14.11 OF THE LOAN AGREEMENT, JURISDICTION, VENUE AND SERVICE OF PROCESS SET FORTH IN SECTION 14.12 OF THE LOAN AGREEMENT AND JURY TRIAL WAIVER SET FORTH IN SECTION 14.13 OF THE LOAN AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

6. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademark application or issued trademark, the provisions of this Trademark Security Agreement shall automatically apply thereto. Each such Grantor shall give prompt notice in writing to Lender with respect to any such new trademark rights. Without limiting such Grantor's obligations under this Section 6, Grantor hereby authorizes Lender unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of such Grantor registered under the laws of the United States. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Lender's continuing security interest in all Trademark Collateral, whether or not listed on Schedule I.

[Remainder of page left intentionally blank; signature pages follow.]

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

DURAKON ACQUISITION CORP., a Michigan corporation

By: DL Kruger
Name: David Kruger
Title: President

PENDA CORPORATION, a Delaware corporation

By: DL Kruger
Name: David Kruger
Title: President

DURAKON INDUSTRIES, INC., a Michigan corporation

By: DL Kruger
Name: David Kruger
Title: President

THE FABRI-FORM COMPANY, an Ohio corporation

By: DL Kruger
Name: David Kruger
Title: President

THE PENDAFORM COMPANY, a Delaware corporation

By: DL Kruger
Name: David Kruger
Title: President

ACCEPTED AND ACKNOWLEDGED BY:

WHITE OAK COMMERCIAL FINANCE, LLC,
as Lender

By: *Dyren Windth*
Name: *Dyren Windth*
Title: *Senior Vice President*

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademarks and Trademark Applications

MARK	SERIAL NUMBER	STATUS	REGISTRATION NUMBER	REGIS. DATE	OWNER INFORMATION
EVER-LOK	74662846	Registered	2029260	1/7/97	Trienda Holdings, L.L.C.
DC	74647651	Registered	1954902	2/6/96	Trienda Holdings, L.L.C.
T TRIENDA	74498738	Registered	1964552	3/26/96	Trienda Holdings, L.L.C.
TRIENDA	74498733	Registered	1967292	4/9/96	Trienda Holdings, L.L.C.
T TRIENDA	74498632	Registered	1932297	10/31/95	Trienda Holdings, L.L.C.
TRIENDA	74497140	Registered	1926678	10/10/95	Trienda Holdings, L.L.C.
BIG PAK	73570611	Registered	1433917	3/24/87	Trienda Holdings, L.L.C.
VANGUARD PROTECTION PERFECTION	87279424	Registered	5424580	3/13/18	Penda Corporation
VANGUARD PROTECTION PERFECTION	87243159	Registered	5424433	3/13/18	Penda Corporation
VANGUARD	87279427	Registered	5388112	1/23/18	Penda Corporation
VANGUARD	87243161	Registered	5387956	1/23/18	Penda Corporation
PONG	86758729	Registered	5205568	5/16/17	Penda Corporation
TAILGATE PONG	86425989	Registered	5064797	10/18/16	Penda Corporation
DROP YOUR GATE AND PONG	86758722	Registered	5051176	9/27/16	Penda Corporation
MEGADITCH	85248621	Registered	4203062	9/4/12	Penda Corporation
SITESAVER	85631893	Registered	4459769	12/31/13	Penda Corporation
[DESIGN ONLY]	78595417	Registered	3363215	1/1/08	Penda Corporation
FINALLY, SMARTER SOLUTIONS IN WATER MANAGEMENT	78595396	Registered	3276742	8/7/07	Penda Corporation
SMARTDITCH	78554557	Registered	3276549	8/7/07	Penda Corporation
[DESIGN ONLY]	74067652	Registered	1673378	1/28/92	Penda Corporation

MARK	SERIAL NUMBER	STATUS	REGISTRATION NUMBER	REGIS. DATE	OWNER INFORMATION
PENDA	74506848	Registered	1885959	3/28/95	Penda Corporation
HIDE A HOOK	74137621	Registered	1713010	9/8/92	Penda Corporation
PENDALINER	73477637	Registered	1325625	3/19/85	Penda Corporation
PENDALINER	73477635	Registered	1319282	2/12/85	Penda Corporation
PENDAFORM	86085709	Registered	4748775	6/2/15	The PendaForm Company
PENDAFORM	86085398	Registered	4748773	6/2/15	The PendaForm Company
SOLUTION PALLET	75357032	Registered	2241281	4/20/99	The Fabri-Form Company
FABRI-FORM	75254127	Registered	2153619	4/28/98	The Fabri-Form Company
FF	71551376	Registered	0537898	2/13/51	The Fabri-Form Company
DURAKON	78639316	Registered	3103688	6/13/06	Durakon Industries, Inc.
CARGOPRO	75721905	Registered	2372566	8/1/00	Durakon Acquisition Corp.
DURASPORT	75185647	Registered	2158287	5/19/98	Durakon Industries, Inc.
DURALINER	73325902	Registered	1201948	7/20/82	Durakon Industries, Inc.
UPGRADING THE EXPERIENCE	88445255	Pending— Application filed 5/24/19	N/A	N/A	Trienda Holdings, L.L.C.

SCHEDULE I
(continued)

MARK	SERIAL NUMBER	STATUS	REGISTRATION NUMBER	REGIS. DATE	OWNER INFORMATION
CARGOPRO	88732942	Registered	6429197	7/20/21	Penda Corporation
CARGOPRO SOLUTIONS	88732940	Registered	6429196	7/20/21	Penda Corporation