

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM675204

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Array Marketing Canada Inc.		09/17/2021	Corporation: BRITISH COLUMBIA
Summit Manufacturing LLC		09/17/2021	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Name:	Jefferies Finance LLC		
Street Address:	520 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5285439	S	
Registration Number:	4349880	ARRAY	
Registration Number:	2632895	ARRAY MARKETING GROUP	
CORRESPONDENCE DATA			
Fax Number:	2128066006		
<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:	12128065400		
Email:	tm@stroock.com		
Correspondent Name:	Jeffrey M. Mann		
Address Line 1:	180 Maiden Lane, 38th Floor		
Address Line 4:	New York, NEW YORK 10038-4982		
ATTORNEY DOCKET NUMBER:	006265/0019		
NAME OF SUBMITTER:	Jeffrey Mann		
SIGNATURE:	/Jeffrey Mann/		
DATE SIGNED:	09/17/2021		
Total Attachments: 5			

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TRADEMARK SECURITY AGREEMENT
(Trademarks, Trademark Registrations, Trademark
Applications and Trademark Licenses)

WHEREAS, Array Marketing Canada Inc., an Ontario corporation, and Summit Manufacturing LLC, a New York limited liability company (each referred to herein as a “**Grantor**”) owns, or in the case of licenses is a party to, the Trademark Collateral (as defined below);

WHEREAS, ARRAY MIDCO, CORP., an Ontario corporation (the “**Borrower**”), the lenders party thereto from time to time and JEFFERIES FINANCE LLC, as Administrative Agent and Collateral Agent are parties to a Credit Agreement dated as of September 17, 2021 (as amended from time to time, the “**Credit Agreement**”);

WHEREAS, pursuant to (i) a U.S. Guarantee and Collateral Agreement dated as of September 17, 2021 (as amended and/or supplemented from time to time, the “**Guarantee and Collateral Agreement**”) among the Borrower, the OTHER GRANTORS and each GUARANTOR from time to time party thereto, including any additional grantor and/or guarantor that becomes a party hereto after the date hereof in accordance with Section 21 thereof and JEFFERIES FINANCE LLC, as administrative agent and collateral agent (in such capacity, together with its successors in such capacity, the “**Grantee**”), and (ii) certain other Collateral Documents (including this Trademark Security Agreement), each Grantor has guaranteed certain obligations of the Borrower and secured such guarantee (the “**Grantor’s Guarantee**”) by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in certain personal property of such Grantor, including all right, title and interest of such Grantor in, to and under the Trademark Collateral (as defined below); and

WHEREAS, terms defined in the Guarantee and Collateral Agreement (or whose definitions are incorporated by reference in Section 1 of the Guarantee and Collateral Agreement) and not otherwise defined herein have, as used herein, the respective meanings provided for therein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby grants to the Grantee, to secure such Grantor's Guarantee, a continuing security interest in all of such Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or hereafter acquired or arising:

(i) each Trademark (as defined in the Guarantee and Collateral Agreement) registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark; *provided* that no security interest shall be granted in any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law;

(ii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark identified in Schedule 1 hereto.

Each Grantor irrevocably constitutes and appoints the Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of such Grantor or in the Grantee's name, from time to time, in the Grantee's discretion, so long as any Event of Default shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which such Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments, in each case which may be necessary or desirable to carry out the


terms of this Trademark Security Agreement and to accomplish the purposes hereof.

The foregoing security interest is granted in conjunction with the security interests granted by each Grantor to the Grantee pursuant to the Guarantee and Collateral Agreement. Each Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

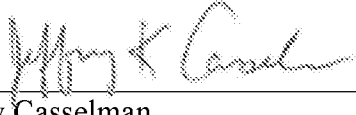
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IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above

ARRAY MARKETING CANADA INC., as a Grantor

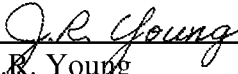
By: 
Name: Jeffrey Casselman
Title: Chief Executive Officer and President

SUMMIT MANUFACTURING LLC, as a Grantor

By: 
Name: Jeffrey Casselman
Title: Chief Executive Officer and President


Acknowledged:

JEFFERIES FINANCE LLC, as
Administrative Agent

By: 
Name: J.R. Young
Title: Managing Director

**Schedule 1
to Trademark
Guarantee and Collateral Agreement**

U.S. TRADEMARK REGISTRATIONS

Mark	Jurisdiction	Serial No. Filing Date	Registration No. Registration Date	Status	Current Owner of Record
S 	U.S.	87342237 20-FEB-2017	5285439 12-SEP-2017	Registered 6-year Affidavit of Use due: 12-SEP-2023	SUMMIT MANUFACTURING LLC
ARRAY	U.S.	85755066 16-OCT-2012	4349880 11-JUN-2013	Registered Renewal Fee due: 12- JUN-2023	ARRAY CANADA INC.
ARRAY MARKETING GROUP	U.S.	76171704 28-NOV-2000	2632895 08-OCT-2002	Registered Renewal Fee due 11- OCT-2022	ARRAY CANADA INC.

U.S. TRADEMARK APPLICATIONS

None.