

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM675716

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
INCONNU BUYER, LLC		09/20/2021	Limited Liability Company: DELAWARE
IDE INTERMEDIARY, LLC		09/20/2021	Limited Liability Company: DELAWARE
ARROW TRU-LINE HOLDING, LLC		09/20/2021	Limited Liability Company: DELAWARE
ARROW TRU-LINE INTERMEDIATE HOLDING, LLC		09/20/2021	Limited Liability Company: DELAWARE
ARROW TRU-LINE HOLDINGS, INC.		09/20/2021	Corporation: DELAWARE
ARROW TRU-LINE, INC.		09/20/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	ANTARES CAPITAL LP		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3011380	ATL	
Registration Number:	2922287	IN BALANCE	
Registration Number:	4756933	S3 WINDER	
Registration Number:	2805588	TRU-TRAK	
CORRESPONDENCE DATA			
Fax Number:	7045032622		
<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:	7045032600		
Email:	msheehan@kslaw.com		

OP \$115.00 3011380

Correspondent Name: King & Spalding LLP
Address Line 1: 300 S. Tryon St., Ste 1700
Address Line 2: Attn: Moira Sheehan
Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER: 23743.515032

NAME OF SUBMITTER: Moira Sheehan

SIGNATURE: /Moira Sheehan/

DATE SIGNED: 09/21/2021

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of September 20, 2021, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of Antares Capital LP (“Antares Capital”), as administrative agent (in such capacity, together with its successors and permitted assigns, “Agent”) for the Lenders, the Swingline Lender and the L/C Issuers and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of September 20, 2021 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrowers, Holdings, the Lenders, the Swingline Lender and the L/C Issuers from time to time party thereto and Antares Capital, as Agent for the Lenders, the Swingline Lender and the L/C Issuers, the Lenders, the Swingline Lender and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement dated as of September 20, 2021 in favor of Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the Swingline Lender, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders, the Swingline Lender and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. 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. Each 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 of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to 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 Trademarks included in the Collateral, 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 recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding the foregoing, Trademark Collateral shall not include any Excluded Property.

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 Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of 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, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict or inconsistency between the Guaranty and Security Agreement and this Trademark Security Agreement, the applicable terms and provisions of the Guaranty and Security Agreement shall control.

Section 4. Counterparts. 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. Governing Law. 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. Release and Termination. At the time provided in subsection 8.10(b)(iii) of the Credit Agreement or upon the occurrence of an event expressly permitted by, or provided for, in the Credit Agreement or the Guaranty and Security Agreement that would result in the release of all or a portion of the Trademark Collateral, all or such applicable portion of the Trademark Collateral shall be automatically released from the Lien created hereby and this agreement and all obligations (other than those expressly stated to survive such termination) of the Agent and each Grantor hereunder shall automatically terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Trademark Collateral shall revert to the Grantors. At the request of any Grantor following any such termination, the Agent shall promptly execute and deliver to such Grantor such documents as such Grantor reasonably requests to evidence such termination.

[SIGNATURE PAGES FOLLOW]

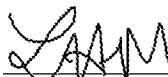
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

INCONNU BUYER, LLC, a Delaware limited liability company

By: 
Name: Lauren Mulholland
Title: President

IDE INTERMEDIARY, LLC, a Delaware limited liability company

By: 
Name: Lauren Mulholland
Title: President

ARROW TRU-LINE HOLDING, LLC, a Delaware limited liability company

By: _____
Name: Doug Hix
Title: Chief Financial Officer, Secretary & Treasurer

ARROW TRU-LINE INTERMEDIATE HOLDING, LLC, a Delaware limited liability company

By: _____
Name: Doug Hix
Title: Chief Financial Officer, Secretary & Treasurer

ARROW TRU-LINE HOLDINGS, INC., a Delaware corporation

By: _____
Name: Doug Hix
Title: Chief Financial Officer, Secretary & Treasurer

IN WITNESS WHEREOF, each 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.

Very truly yours,

INCONNU BUYER, LLC, a Delaware limited liability company

By: _____
Name: Lauren Mulholland
Title: President

IDE INTERMEDIARY, LLC, a Delaware limited liability company

By: _____
Name: Lauren Mulholland
Title: President

ARROW TRU-LINE HOLDING, LLC, a Delaware limited liability company

By: DLH
Name: Doug Hix
Title: Chief Financial Officer, Secretary & Treasurer

ARROW TRU-LINE INTERMEDIATE HOLDING, LLC, a Delaware limited liability company


By: DLH
Name: Doug Hix
Title: Chief Financial Officer, Secretary & Treasurer

ARROW TRU-LINE HOLDINGS, INC., a Delaware corporation

By: DLH
Name: Doug Hix
Title: Chief Financial Officer, Secretary & Treasurer

[Signature Page to Trademark Security Agreement]

ARROW TRU-LINE, INC., a Delaware
corporation

By: 
Name: Doug Frix
Title: Chief Financial Officer, Secretary &
Treasurer

ACCEPTED AND AGREED
as of the date first above written:

ANTARES CAPITAL LP, as Agent

Michael Ahrens

By: _____

Name: Michael Ahrens

Title: Duly Authorized Signatory

[Signature Page to Trademark Security Agreement]

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TRADEMARK
REEL: 007427 FRAME: 0110

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Mark	Jurisdiction	Serial No./ Filing Date	Registration No./ Registration Date	Record Owner
ATL	U.S.	78482607 9/13/2004	3011380 11/1/2005	Arrow Tru-Line, Inc.
IN BALANCE	U.S.	76566337 12/22/2003	2922287 2/1/2005	Arrow Tru-Line, Inc.
S3 WINDER (Stylized)	U.S.	86176914 1/28/2014	4756933 6/16/2015	Arrow Tru-Line, Inc.
TRU-TRAK	U.S.	76420181 6/13/2002	2805588 1/13/2004	Arrow Tru-Line, Inc.

2. TRADEMARK APPLICATIONS

None.