

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM685268

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Brooks Equipment Company, LLC		11/02/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Golub Capital Markets LLC		
Street Address:	150 South Wacker Drive		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	6018953	SAFETY SHIELD	
Registration Number:	6018956	SAFETY SHIELD	
Registration Number:	5729467	FED	
Registration Number:	5717454	FED LEARNING CENTER	
Registration Number:	5717453	FED LEARNING CENTER	
Registration Number:	4763359	BROOKS EQUIPMENT	
Registration Number:	4484073	BECO	
Registration Number:	4484074	BECO	
Registration Number:	3533406	GENUINE BROOKS GUARANTEED	
Registration Number:	3539662	GENUINE	
Registration Number:	2741536	POWER RITE	
Registration Number:	2544328	POWER RITE	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	2129061216		
Email:	angela.amaru@lw.com		
Correspondent Name:	Latham & Watkins LLP c/o Angela M. Amaru		

CH \$315.00 6018953

TRADEMARK

Address Line 1:	1271 Avenue of the Americas
Address Line 4:	New York, NEW YORK 10020

ATTORNEY DOCKET NUMBER:	053644-0306
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NAME OF SUBMITTER:	Angela M. Amaru
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SIGNATURE:	/s/ Angela M. Amaru
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DATE SIGNED:	11/02/2021
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Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of November 2, 2021 (as amended, restated, supplemented or otherwise modified from time to time, this “**Trademark Security Agreement**”), is made by BROOKS EQUIPMENT COMPANY, LLC, a Delaware limited liability company and LOGISTICS SUPPLY COMPANY, LLC, a Delaware limited liability company (collectively, “**Grantors**” and each, individually, a “**Grantor**”) in favor of GOLUB CAPITAL LLC, as Administrative Agent and Collateral Agent for the Secured Parties (in such capacities and together with its successors and permitted assigns, the “**Administrative Agent**”).

WHEREAS, the Grantors are party to that certain Security Agreement dated as of November 2, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among the Grantors, the other grantors party thereto, and the Administrative Agent pursuant to which each Grantor granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and is required to execute and deliver this Trademark Security Agreement.

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

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. GRANT OF SECURITY INTEREST

Each Grantor, as security for the payment and performance in full of the Secured Obligations of such Grantor (including, if such Grantor is a Guarantor, the Secured Obligations of such Grantor arising under the Guaranty), hereby grants and pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title and interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

- (i) all Trademarks, including those listed on Schedule A hereto, and including all goodwill connected with the use thereof and symbolized thereby,
- (ii) all income, fees, royalties, damages, claims and payments now and hereafter due and/or payable thereunder or with respect thereto including damages and payments for past, present or future infringements, misappropriations, dilutions or violations thereof
- (iii) all rights to sue or otherwise recover for past, present and future infringements, dilutions or other violations thereof, and
- (iv) all other rights, priorities and privileges corresponding thereto throughout the world;

provided that the Trademark Collateral shall not include any Excluded Assets.

SECTION 2.1 CERTAIN LIMITED EXCLUSIONS.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2 hereof attach to any “intent-to-use” trademark application prior to the filing and acceptance 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, or void, such “intent-to-use” trademark application, or any registration that may issue therefrom, under applicable federal law.

SECTION 3. 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 for the Secured Parties pursuant to the Security Agreement, and each Grantor hereby acknowledges and affirms 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 Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. RECORDATION

Each Grantor hereby authorizes and requests that the USPTO record this Trademark Security Agreement.

SECTION 5. TERMINATION

This Trademark Security Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations in accordance with the Loan Documents. Upon the termination of this Trademark Security Agreement, the Administrative Agent shall execute all documents, make all filings, and take all other actions reasonably requested by the Grantors, and at the Grantors’ sole cost and expense, to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein.

SECTION 6. Governing Law

THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

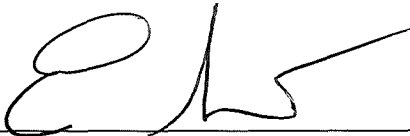
SECTION 7. Counterparts

This Trademark Security Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

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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.

BROOKS EQUIPMENT COMPANY, LLC, as
a Grantor


By: 
Name: Eric Smith
Title: Chief Executive Officer

LOGISTICS SUPPLY COMPANY, LLC, as a
Grantor

By: 
Name: Eric Smith
Title: Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:

GOLUB CAPITAL LLC,
as Administrative Agent and Collateral Agent

By: 
Name: Marc C. Robinson
Title: Senior Managing Director

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

Grantor	Mark	Registration No.	Registration Date
Brooks Equipment Company, LLC	SAFETY SHIELD	6,018,953	3/24/2020
Brooks Equipment Company, LLC		6,018,956	3/24/2020
Brooks Equipment Company, LLC	FED	5,729,467	4/16/2019
Brooks Equipment Company, LLC	FED Learning Center	5,717,454	4/2/2019
Brooks Equipment Company, LLC		5,717,453	4/2/2019
Brooks Equipment Company, LLC	BROOKS EQUIPMENT	4,763,359	6/30/2015
Brooks Equipment Company, LLC	BECO	4,484,073	2/18/2014
Brooks Equipment Company, LLC		4,484,074	2/18/2014
Brooks Equipment Company, LLC		3,533,406	11/18/2008
Brooks Equipment Company, LLC		3,539,662	12/2/2008

Brooks Equipment Company, LLC	Power*Rite	2,741,536	7/29/2003
Brooks Equipment Company, LLC	POWER RITE	2,544,328	3/5/2002
Logistics Supply Company, LLC	TRUFORCE	5,003,774	7/19/2016

TRADEMARK APPLICATIONS

None.