

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM691206

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900653151

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PROMISE TO PERFORM INDUSTRIES, INC		10/29/2021	Corporation:
PTP SPANCO, INC		10/29/2021	Corporation:
PTP LUG-ALL CORPORATION		10/29/2021	Corporation:
PTP RIGID LIFELINES, INC.		10/29/2021	Corporation:
PTP SPANCO WEST COAST, INC.		10/29/2021	Corporation:
PTP WORKMATE MANUFACTURING, INC.		10/29/2021	Corporation:
P2P REAL ESTATE, LLC		10/29/2021	Limited Liability Company:

RECEIVING PARTY DATA

Name:	Blue Highway Growth Capital Fund, L.P.
Street Address:	1500 Market Street, East Tower, 18th Floor
City:	Philadelphia
State/Country:	PENNSYLVANIA
Postal Code:	19102
Entity Type:	Limited Partnership: DELAWARE

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	2404699	ALU-TRACK
Registration Number:	5984580	ANCHOR TRACK
Registration Number:	1336278	
Registration Number:	4089648	
Registration Number:	4089649	
Registration Number:	4386384	G GRIFFIN BY RIGID LIFELINES
Registration Number:	0552776	LUG-ALL
Registration Number:	0874650	LUGALL
Registration Number:	4333467	RIGID LIFELINES
Registration Number:	2400208	SPANCO

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2529810	SPANCO
Registration Number:	2394115	

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 609.452.0808
Email: nina.dhillon@troutman.com
Correspondent Name: Loren A. Flath
Address Line 1: 301 Carnegie Center​, Suite 400
Address Line 4: Princeton, NEW JERSEY 08540

ATTORNEY DOCKET NUMBER:	257958.4
NAME OF SUBMITTER:	Nina Dhillon
SIGNATURE:	/nina dhillon/
DATE SIGNED:	11/30/2021

Total Attachments: 9

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THIS AGREEMENT IS SUBJECT TO THE TERMS OF A SUBORDINATION AND INTERCREDITOR AGREEMENT DATED OCTOBER 29, 2021 (AS THE SAME MAY BE AMENDED, AMENDED AND RESTATED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME), AMONG FIFTH THIRD BANK, NATIONAL ASSOCIATION AND BLUE HIGHWAY GROWTH CAPITAL FUND, L.P.

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") made as of this 29th day of October, 2021 by the parties identified as "Grantors" on the signature pages hereto, in favor of **BLUE HIGHWAY GROWTH CAPITAL FUND, L.P.**, in its capacity as Agent ("Agent"), for the lenders (collectively, the "Lenders") which are now or which hereafter become a party to the Loan Agreement (as defined below):

W I T N E S S E T H

WHEREAS, Grantors and certain Affiliates thereof (collectively, the "Borrowers"), Lenders and Agent are parties to that certain Subordinated Loan and Security Agreement dated October 29, 2021 (as same may be amended, restated, supplemented or modified from time to time, the "Loan Agreement") providing for the extensions of credit to be made to Borrowers by Lenders;

WHEREAS, Grantors have granted to Agent, for the benefit of Lenders, a security interest in substantially all of the assets of Grantors, including all right, title and interest of Grantors in, to and under all now owned and hereafter acquired trademarks, together with the goodwill of the business symbolized by Grantors' trademarks and patents, and all products and proceeds thereof, to secure the payment of all amounts owing by the Borrowers under the Loan Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, each Grantor hereby grants to Agent, for its benefit and the benefit of Lenders, and hereby reaffirms its grant pursuant to the Loan Agreement of a continuing security interest in such Grantor's entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark, trademark application, patent and patent application (including, without limitation, those listed on Schedule I annexed hereto) (such trademarks and trademark applications, the "Trademarks" and such

patents and patent applications, the "Patents"), together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by such Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Patent, or (b) injury to the goodwill associated with any Trademark.

3. Covenants. Each Grantor agrees not to sell, license, grant any option, assign or further encumber its rights and interest in the Trademarks or Patents without prior written consent of Agent.

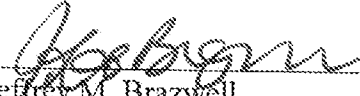
4. Representations and Warranties. Each Grantor hereby represents and warrants that the Trademarks and Patents listed on Schedule I attached hereto constitute all trademarks, trademark applications, patents and patent applications owned or registered to such Grantor as of the date of this Agreement which are necessary for the operation of such Grantor's business.

5. Survival. The security interests, liens and rights granted to Agent and Lenders hereunder shall continue in full force and effect, notwithstanding the termination of this Agreement or the termination of the Loan Agreement, until all of the Obligations (as defined in the Loan Agreement) of each Grantor have been indefeasibly paid and performed in full and each Borrower has furnished Agent and Lenders with an indemnification reasonably satisfactory to Agent and Lenders with respect thereto. Agent shall not be required to release any Collateral unless and until the Loan Agreement shall have been terminated in accordance with its terms and all Obligations have been indefeasibly paid in full in immediately available funds.

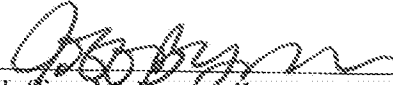
IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the date first written above.

GRANTORS:

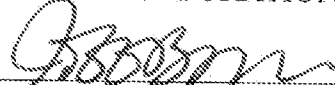
PROMISE TO PERFORM INDUSTRIES, INC.

By: 
Name: Jeffrey M. Brazwell
Title: President and Chief Executive Officer

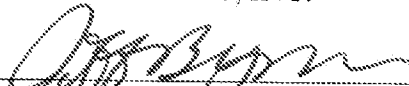
PTP SPANCO, INC.

By: 
Name: Jeffrey M. Brazwell
Title: President and Chief Executive Officer

PTP LUG-ALL CORPORATION

By: 
Name: Jeffrey M. Brazwell
Title: President and Chief Executive Officer

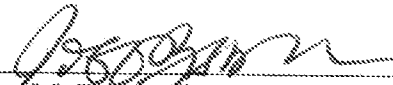
PTP RIGID LIFELINES, INC.

By: 
Name: Jeffrey M. Brazwell
Title: President and Chief Executive Officer

PTP SPANCO WEST COAST, INC.

By: 
Name: Jeffrey M. Brazwell
Title: President and Chief Executive Officer

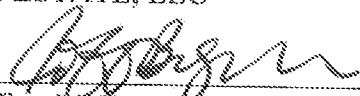
PTP WORKMATE MANUFACTURING, INC.

By: 
Name: Jeffrey M. Brazwell
Title: President and Chief Executive Officer

Signature Page to Intellectual Property Security Agreement

P2P REAL ESTATE, LLC

By: _____



Name: Jeffrey M. Brazwell

Title: President

Signature Page to Intellectual Property Security Agreement

TRADEMARK
REEL: 007493 FRAME: 0707

Agreed and Accepted
as of the date first written above:

**BLUE HIGHWAY GROWTH CAPITAL
FUND, L.P.**

By: Blue Highway Capital Partners, LLC,
its General Partner

By: Christine Jones
Name: Christine C. Jones
Title: Managing Member

Signature Page to Intellectual Property Security Agreement

**TRADEMARK
REEL: 007493 FRAME: 0708**

SCHEDULE I

TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>Owner</u>	<u>U.S. Registration No.</u>	<u>Date Registered</u>
ALU-TRACK	Promise to Perform Industries, Inc.	2404699	11/14/2000
ANCHOR TRACK (Logo)	Promise to Perform Industries, Inc.	5984580	2/11/2020
FRAME OF A WINCH HOIST (Design Only)	Promise to Perform Industries, Inc.	1336278	5/21/1985
FRAME OF A WINCH HOIST (Design Only)	Promise to Perform Industries, Inc.	4089648	1/24/2012
FRAME OF A WINCH HOIST (Design Only)	Promise to Perform Industries, Inc.	4089649	1/24/2012
G GRIFFIN BY RIGID LIFELINES	Promise to Perform Industries, Inc.	4386384	8/20/2013
LUG-ALL	Promise to Perform Industries, Inc.	552776	1/1/1952
LUG-ALL (Logo)	Promise to Perform Industries, Inc.	874650	8/12/1969
RIGID LIFELINES	Promise to Perform Industries, Inc.	4333467	5/14/2013
SPANCO	Promise to Perform Industries, Inc.	2400208	10/31/2000
SPANCO & Design	Promise to Perform Industries, Inc.	2529810	1/15/2002
TRACK FOR CRANES (Design Only)	Promise to Perform Industries, Inc.	2394115	10/10/2000

TRADEMARK APPLICATIONS

NONE

PATENT REGISTRATIONS

<u>Title</u>	<u>Owner</u>	<u>Patent No.</u>	<u>Issue Date</u>
ANCHOR TROLLEY AND FALL ARREST SYSTEM AND METHOD IMPLEMENTING THE SAME	Promise to Perform Industries, Inc.	8,978,821	3/17/2015
ANCHOR TROLLEY AND FALL ARREST SYSTEM AND METHOD IMPLEMENTING THE SAME	Promise to Perform Industries, Inc.	9,901,759	2/27/2018
ANCHOR TROLLEY AND FALL ARREST SYSTEM AND METHOD IMPLEMENTING THE SAME	Promise to Perform Industries, Inc.	10,617,897	4/14/2020

PATENT APPLICATIONS

NONE