

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM690407

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
G.A.L. MANUFACTURING COMPANY, LLC		11/19/2021	Limited Liability Company: DELAWARE
HOLLISTER-WHITNEY ELEVATOR CO. LLC		11/19/2021	Limited Liability Company: DELAWARE
VERTICAL DIMENSIONS, LLC		11/19/2021	Limited Liability Company: WASHINGTON
COMPREHENSIVE MANUFACTURING SERVICES, L.L.C.		11/19/2021	Limited Liability Company: MISSOURI
RECEIVING PARTY DATA			
Name:	ROYAL BANK OF CANADA		
Street Address:	20 KING STREET		
City:	TORONTO		
State/Country:	CANADA		
Postal Code:	M 5H 1C4		
Entity Type:	BANK: CANADA		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	4337912	GRIPPER	
Registration Number:	4632717	VERTICAL DIMENSIONS	
Registration Number:	4300184	QUICK CAB	
Registration Number:	2682439	ROPE GRIPPER	
Registration Number:	1224612	COURION INDUSTRIES, INC.	
Registration Number:	0964118	CART-MATIC	
Registration Number:	0964119	TOTE-MATIC	
Registration Number:	0681350	SECURITY	
Registration Number:	0669232	GUILBERT	
CORRESPONDENCE DATA			
Fax Number:	2124552502		
<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>			
TRADEMARK			

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Phone: 2124553605
Email: ksolomon@stblaw.com
Correspondent Name: GENEVIEVE DORMENT, ESQ.
Address Line 1: SIMPSON THACHER & BARTLETT LLP
Address Line 2: 425 LEXINGTON AVENUE
Address Line 4: NEW YORK, NEW YORK 10017

ATTORNEY DOCKET NUMBER: 080599/0147

NAME OF SUBMITTER: GENEVIEVE DORMENT

SIGNATURE: /GD/

DATE SIGNED: 11/24/2021

Total Attachments: 6

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FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of November 19, 2021, (this "Agreement"), by G.A.L. Manufacturing Company, LLC, a Delaware limited liability company, Hollister-Whitney Elevator Co. LLC, a Delaware limited liability company, Vertical Dimensions, LLC, a Washington limited liability company, and Comprehensive Manufacturing Services, L.L.C., a Missouri limited liability company (each, a "Grantor") in favor of the Administrative Agent referred to below.

Reference is made to that certain First Lien Pledge and Security Agreement, dated as of November 19, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Loan Parties party thereto and the Administrative Agent. The Lenders and Issuing Banks have extended credit to the Borrower subject to the terms and conditions set forth in that certain First Lien Credit Agreement, dated as of November 19, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Victory Holdco LLC, a Delaware limited liability company, Victory Buyer LLC, a Delaware limited liability company (the "Borrower"), the Lenders and Issuing Banks from time to time party thereto and Royal Bank of Canada, in its capacities as administrative agent for the Lenders and collateral agent for the Secured Parties (in such capacities and together with its permitted successors and assigns, the "Administrative Agent"). Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement and Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings specified in the Security Agreement or the Credit Agreement, as applicable, as in effect on the date hereof.

SECTION 2. Grant of Security Interest. As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Administrative Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, and to all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of such Grantor and regardless of where located (collectively, the "IP Collateral"):

A. all Trademarks, including the Trademark registrations and pending applications in the United States Patent and Trademark Office listed on Schedule I hereto;

B. all Patents, including the issued Patent and pending Patent applications for registration in the United States Patent and Trademark Office listed on Schedule II hereto;

C. all Copyrights, including the Copyright registrations and pending applications for registration in the United States Copyright Office and exclusive licenses to U.S. registered Copyrights, in each case, listed on Schedule III; and

D. all Proceeds of the foregoing;

in each case, to the extent the foregoing items constitute Collateral.

SECTION 3. Security Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the

Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Termination or Release. In connection with any termination or release pursuant to Section 7.12 of the Security Agreement, the Administrative Agent shall promptly execute and deliver to Grantor, at such Grantor's expense, such documents that such Grantor shall reasonably request to evidence, record and/or effectuate the termination or release of the security interest granted herein.

SECTION 5. Governing Law; Jurisdiction. THIS AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT, WHETHER IN TORT, CONTRACT (AT LAW OR IN EQUITY) OR OTHERWISE, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK. THE CONSENT TO JURISDICTION, CONSENT TO SERVICE OF PROCESS, VENUE AND WAIVER OF JURY TRIAL PROVISIONS SET FORTH IN SECTION 7.15 AND SECTION 7.16 OF THE SECURITY AGREEMENT SHALL APPLY TO THIS AGREEMENT, MUTATIS MUTANDIS, TO THE SAME EXTENT AS IF FULLY SET FORTH HEREIN.

SECTION 6. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement shall become effective when it has been executed by the parties hereto and when the Administrative Agent has received counterparts hereof which, when taken together, bear the signatures of each of the other parties hereto, and thereafter shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or by email as a ".pdf" or ".tif" attachment shall be effective as delivery of a manually executed counterpart of this Agreement. It is understood and agreed that, subject to any Requirement of Law, the words "execution", "signed", "signature", "delivery" and words of like import in or relating to this Agreement shall be deemed to include any Electronic Signature, delivery or the keeping of any record in electronic form, each of which shall have the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system to the extent and as provided for in any applicable Requirements of Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any similar state laws based on the Uniform Electronic Transactions Act.


SECTION 7. Recordation. Each Grantor hereby authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks, as applicable, and any other applicable Governmental Authority record this Agreement.

SECTION 8. Release. This Agreement shall continue in effect until the Termination Date, and the Liens granted hereunder shall automatically be released in the circumstances described in Article 8 and/or Section 9.22 of the Credit Agreement. In connection with any such termination or release, the Administrative Agent shall promptly execute (if applicable) and deliver to such Grantor, at such Grantor's expense, all releases, termination statements, and other instruments that Grantor shall reasonably request to release or reflect the release of the Administrative Agent's security interest in the IP Collateral in accordance with Section 7.12 of the Security Agreement.


[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.


G.A.L. MANUFACTURING COMPANY, LLC

By: 
Name: Ronald Cauchi
Title: Chief Executive Officer


HOLLISTER-WHITNEY ELEVATOR CO. LLC

By: 
Name: Ronald Cauchi
Title: Chief Executive Officer

VERTICAL DIMENSIONS, LLC

By: 
Name: Ronald Cauchi
Title: President

COMPREHENSIVE MANUFACTURING SERVICES,
L.L.C.

By: 
Name: Ronald Cauchi
Title: Chief Executive Officer

[Signature page to Second Lien Intellectual Property Security Agreement]

SCHEDULE I
TRADEMARKS

Mark	Serial No./ Filing Date	Reg. No./ Reg. Date	Owner
GRIPPER	85717414 30-AUG-2012	4337912 21-MAY-2013	HOLLISTER-WHITNEY ELEVATOR CO. LLC
VERTICAL DIMENSIONS	85523261 23-JAN-2012	4632717 04-NOV-2014	VERTICAL DIMENSIONS, LLC
QUICK CAB	85521919 20-JAN-2012	4300184 12-MAR-2013	VERTICAL DIMENSIONS, LLC
ROPE GRIPPER	76188704 02-JAN-2001	2682439 04-FEB-2003	HOLLISTER-WHITNEY ELEVATOR CO. LLC
COURION INDUSTRIES, INC. 	73220709 22-JUN-1979	1224612 18-JAN-1983	COMPREHENSIVE MANUFACTURING SERVICES, L.L.C.
CART-MATIC 	72400788 20-AUG-1971	0964118 17-JUL-1973	COMPREHENSIVE MANUFACTURING SERVICES, L.L.C.
TOTE-MATIC 	72400789 20-AUG-1971	0964119 17-JUL-1973	COMPREHENSIVE MANUFACTURING SERVICES, L.L.C.
SECURITY	72049623 14-APR-1958	0681350 07-JUL-1959	COMPREHENSIVE MANUFACTURING SERVICES, L.L.C.
GUILBERT	72042700 19-DEC-1957	0669232 04-NOV-1958	COMPREHENSIVE MANUFACTURING SERVICES, L.L.C.

TRADEMARK APPLICATIONS

None.

SCHEDULE II

PATENTS

Title	Application No. / Filing Date	Patent or Publ. No. / Issue or Publ. Date	Owner
Method and system for elevator door locking and detection of elevator door locking state	15/711101 21-Sep-2017	US10544010B2 28-Jan-2020	G.A.L. Manufacturing Company, LLC
Elevator car brake with shoes actuated by springs coupled to gear drive assembly	12/386174 14-Apr-2009	US8511437B2 20-Aug-2013	Hollister-Whitney Elevator Corp.
Spline for a Wall Panel System	29/484912 13-Mar-2014	D746669 5-Jan-2016	Vertical Dimensions, LLC
Wall Panel System and Method of Assembling the Same	12/782559 18-May-2010	8468767 25-Jun-2013	Vertical Dimensions, LLC
Pad Stud Assembly	14/252182 14-Apr-2014	9016021 28-Apr-2015	Vertical Dimensions, LLC

PATENT APPLICATIONS

Title	Application No. / Filing Date	Publ. No. / Publ. Date	Owner
Elevator Emergency Brake With Shoes	16/085885 17-Sep-2018	US20200122969A1 23-Apr-2020	G.A.L. Manufacturing Company, LLC
Door Detection System And Method	16/625353 20-Dec-2019	US20210047147A1 18-Feb-2021	G.A.L. Manufacturing Company, LLC
Elevator Door Roller and Track Replacement	16/943530 30- July-2020	N/A	G.A.L. Manufacturing Company, LLC

SCHEDULE III

COPYRIGHTS

None.

COPYRIGHT APPLICATIONS

None.

EXCLUSIVE COPYRIGHT LICENSES

None.