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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ersion v1.1 ETAS ID: TM695758

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
LEM PRODUCTS, INC.		12/17/2021	Corporation: PENNSYLVANIA

RECEIVING PARTY DATA

Name:	NXT Capital, LLC, as Agent	
Street Address:	191 North Wacker Drive, 30th Floor	
City:	Chicago	
State/Country:	ILLINOIS	
Postal Code:	60606	
Entity Type:	Limited Liability Company: DELAWARE	

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	1005589	LEM
Registration Number:	1076385	LAMA TAG
Registration Number:	5422154	ID ATRAIN INDUSTRIAL DECALS
Registration Number:	5422155	LEM PRODUCTS INC
Registration Number:	5431601	ID LEM PRODUCTS, INC.

CORRESPONDENCE DATA

Fax Number: 3129021061

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: 312-577-8438

Email: raquel.haleem@katten.com

Correspondent Name: Raquel Haleem c/o Katten Muchin Rosenman

Address Line 1:525 West Monroe StreetAddress Line 4:Chicago, ILLINOIS 60661

NAME OF SUBMITTER:	Raquel Haleem	
SIGNATURE:	/Raquel Haleem/	
DATE SIGNED:	12/17/2021	

Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 17th day of December, 2021, by **LEM PRODUCTS, INC.**, a Pennsylvania corporation ("Grantor"), in favor of NXT Capital, LLC, in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) (herein, "Grantee"):

WITNESSETH

WHEREAS, Grantor, one or more of its affiliates, Grantee and the lenders identified therein are parties to that certain Credit Agreement dated as of February 1, 2019 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantor (or one or more affiliates thereof) by Grantee and Lenders:

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement dated as of February 1, 2019, among Grantor, one or more of its affiliates and Grantee (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), Grantor has granted to Grantee, for the benefit of Secured Parties, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Collateral Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure payment and performance of the Obligations;

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, Grantor agrees as follows:

- 1. <u>Incorporation of Credit Agreement and Collateral Agreement</u>. The Credit Agreement and Collateral 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 Collateral Agreement.
- 2. <u>Grant and Reaffirmation of Grant of Security Interests</u>. To secure payment and performance of the Obligations, Grantor hereby grants to Grantee, for the benefit of Secured Parties, and hereby reaffirms its prior grant pursuant to the Collateral Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to 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 created, acquired or arising:
 - (i) each Trademark listed on Schedule 1 annexed hereto, 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 Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

[Signature Page Follows]

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

LEM PRODUCTS, INC., a Pennsylvania

corporation

Name: Blake Levis

Title: Vice President & Assistant Secretary

Trademark Security Agreement (LEM)

Agreed and Accepted As of the Date First Written Above:

NXT CAPITAL, LLC,

as Agent

Name: Jet? White

Title: Ice President

Trademark Security Agreement (LEM)

TRADEMARK

REEL: 007534 FRAME: 0366 -

SCHEDULE 1

Trademark Registrations

Name of Owner	Trademark	Registration #	Registration Date
LEM Products, Inc.	LEM	1,005,589	2/25/1975
LEM Products, Inc.	LAMA TAG	1,076,385	11/1/77
LEM Products, Inc.	ID A TRAIN INDUSTRIAL DECALS	5,422,154	3/13/2018
LEM Products, Inc.	LEM PRODUCTS INC.	5,422,155	3/13/2018
LEM Products, Inc.	ID LEM PRODUCTS, INC.	5,431,601	3/27/2018

Trademark Applications

None.

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RECORDED: 12/17/2021