

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM705979

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Interstate Group, LLC		02/01/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	KEYBANK NATIONAL ASSOCIATION		
Street Address:	127 PUBLIC SQUARE		
City:	CLEVELAND		
State/Country:	OHIO		
Postal Code:	44114		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3410315	VICTORY	
Registration Number:	3060070	PATRIOT	
Serial Number:	88786937	TRAILER DEFENDER	
CORRESPONDENCE DATA			
Fax Number:			
<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:	13032231100		
Email:	DNTrademarkDocket@bhfs.com		
Correspondent Name:	/Sarah K. Dewar/		
Address Line 1:	410 SEVENTEENTH STREET, SUITE 220		
Address Line 4:	DENVER, COLORADO 80202		
NAME OF SUBMITTER:	Sarah K. Dewar		
SIGNATURE:	/Sarah K. Dewar/		
DATE SIGNED:	02/01/2022		
Total Attachments: 3			
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TRADEMARK SECURITY AGREEMENT

February 1, 2022

WHEREAS, INTERSTATE GROUP, LLC, a Delaware limited liability company (the “**Grantor**”), is a party to that certain Credit and Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”; capitalized terms used herein without definition shall have the meanings set forth in the Credit Agreement), among the Grantor, the other Loan Parties from time to time party thereto and KEYBANK NATIONAL ASSOCIATION, a national banking association (“**Lender**”), pursuant to which the Grantor has pledged and granted to Lender a security interest in all of the Grantor’s right, title and interest in, to and under all of its personal property, including without limitation the trademarks and trademark applications, together with the goodwill of the business symbolized thereby, listed on **Schedule A** hereto; and

WHEREAS, it is a condition to the advance of the loans and other obligations secured by the Credit Agreement that the Grantor execute and deliver, and cause to be filed in the United States Patent and Trademark Office, this Trademark Security Agreement (this “**Trademark Security Agreement**”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

As collateral security for the payment in full when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, the Grantor hereby pledges and grants to the Lender a security interest in all of the Grantor’s right, title, and interest in, to and under all of the trademarks and trademark applications, whether now owned or hereafter acquired and whether now existing or hereafter coming into existence, of the Grantor that are issued by or filed with the United States Patent and Trademark Office, including the trademarks and trademark applications, together with the goodwill of the business symbolized thereby, listed on **Schedule A** hereto.

At such time as the Obligations have been satisfied in full and all Commitments of the Lender under the Credit Agreement have terminated, at the sole expense of the Grantor, the Lender shall execute and deliver to the Grantor documents to evidence the termination of this Trademark Security Agreement and the security interest created hereby.

Notwithstanding the foregoing, in the event of any conflict between this Trademark Security Agreement and the Credit Agreement, the Credit Agreement shall control.

This Trademark Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and construed in accordance with, the laws of the State of Delaware, without regard to principles of conflicts of laws that would result in the application of the laws of any other jurisdiction.

[signature page to follow]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed and delivered as of the day and year first above written.

INTERSTATE GROUP, LLC, as Grantor

By: 
Name: Michael Snow
Title: Sole Manager

[Signature Page to Trademark Security Agreement]