

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM709334

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HGR INDUSTRIAL SURPLUS, LLC, as Debtor		02/18/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	KeyBank National Association, as Lender		
Street Address:	4910 Tiedeman Road		
City:	Brooklyn		
State/Country:	OHIO		
Postal Code:	44144		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5988842	HGR INDUSTRIAL SURPLUS	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	8007130755		
Email:	james.murray@wolterskluwer.com		
Correspondent Name:	CT Corporation		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Corenda R. Gaines		
SIGNATURE:	/Corenda R. Gaines/		
DATE SIGNED:	02/18/2022		
Total Attachments: 11			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of February 18, 2022 (the “Effective Date”), is entered into by and among each of the undersigned debtors (each, a “Debtor” and collectively, the “Debtors”) and KEYBANK NATIONAL ASSOCIATION (“Lender”). Each Debtor hereby grants to Lender a continuing security interest in and to, and Lien on, and hereby assigns to Lender, all of the “Trademark Collateral”, as defined in Section 2 of this Agreement. Each Debtor and Lender hereby further agree as follows:

1. **OBLIGATIONS:** The security interest hereby granted shall secure the full, prompt and complete payment and performance of the “Obligations”, as that term is defined in the Loan and Security Agreement dated of even date herewith by and among Debtors, each of the other Persons named as a Borrower or Guarantor on the signature pages thereto (together with Debtors, each a “Loan Party” and collectively, the “Loan Parties”) and Lender (as may be amended, modified, restated or supplemented from time to time, the “Loan Agreement”).

2. **TRADEMARK COLLATERAL:** To secure the full, prompt and complete payment and performance of the Obligations, each Debtor hereby grants to Lender a security interest and Lien in (i) all of such Debtor’s right, title and interest in and to all of its now or in the future owned or existing trademarks, service marks, trademark or service mark registrations, trade names, and trademark or service mark applications (exclusive, for purposes only of this Agreement, of any Intent to Use Applications as defined below), including each mark, registration, and application listed on Schedule I attached hereto and made a part hereof (the property in this item (i) being collectively, the “Trademarks”); (ii) all renewals of each of the Trademarks; (iii) all income, royalties, damages and payments now and in the future due or payable under or with respect to any and all Trademarks, including damages and payments for past or future infringements of any and all Trademarks; (iv) all rights to sue for past, present and future infringements of any and all Trademarks; (v) all rights corresponding to each of the Trademarks throughout the world; (vi) all rights of such Debtor as licensor or licensee under, and with respect to, trademarks, service marks, trade names, and trademark and service mark applications, including the licenses listed on Schedule I and the Trademark Licenses (as defined in Section 4(a)) (each Debtor’s rights as licensor or licensee sometimes referred to in this Agreement collectively as “Trademark License Rights”); and (vii) together in each case with the goodwill of such Debtor’s business connected with the use of, and symbolized by, the foregoing (all of the foregoing being, collectively, the “Trademark Collateral”); provided the Trademark Collateral will not include any Excluded Collateral (as defined in the Loan Agreement).

3. **DEFINITIONS:**

(a) Any capitalized term used but not defined herein shall have the meaning ascribed thereto in the Loan Agreement.

(b) All of the uncapitalized terms contained in this Agreement which are now or hereafter defined in the UCC will, unless the context expressly indicates otherwise, have the

meanings provided for now or hereafter in the UCC, as such definitions may be enlarged or expanded from time to time by amendment or judicial decision.

4. LICENSES:

(a) Except as not prohibited by the Loan Agreement, each Debtor expressly represents, warrants, covenants and agrees that such Debtor shall not license, as licensor, any Trademarks (each such license, a "Trademark License") included in the Trademark Collateral without the prior written consent of Lender, which consent will not be unreasonably withheld by Lender, and each such Trademark License so granted shall be subject to the terms and conditions of this Agreement, including the termination provisions in Section 4(b).

(b) If an Event of Default has occurred and is continuing, Lender shall have the right, immediately or at any time thereafter, in its sole and reasonable discretion, to deliver to each Debtor and to each licensee under a Trademark License notice terminating the Trademark Licenses, whereupon (i) the Trademark Licenses will automatically and immediately terminate without any further notice or demand (which each Debtor expressly waives); (ii) all rights and interests of the licensees in and to and under the Trademark Licenses will revert to the applicable Debtor; and (iii) all rights of the licensees in the Trademark Collateral will cease to exist and be void. If the Event of Default is cured to Lender's satisfaction or is waived in writing by Lender, then, without any further action on the part of Lender, the Trademark Licenses will immediately revert with the licensees on the cessation of the Event of Default subject to the terms of this Agreement.

5. REPRESENTATIONS AND WARRANTIES: To induce Lender to make the Loans pursuant to the Loan Documents, each Debtor represents and warrants to Lender as follows, in each case as of the date hereof:

(a) Except for the security interest hereby granted and as otherwise disclosed in Schedule I such Debtor is, and as to any property which at any time forms a part of the Trademark Collateral, shall be, the owner of each and every item of the Trademark Collateral, or otherwise have the right to grant a security interest in the Trademark Collateral, free from any Lien except to the extent, if any, of Permitted Liens;

(b) Such Debtor has full right to grant the security interest hereby granted;

(c) To such Debtor's knowledge, each application for trademark and service mark registration in Schedule I is valid, registered or registrable and enforceable;

(d) Such Debtor has not granted any license, release, covenant not to sue, or non-assertion assurance to any Person with respect to any part of the Trademark Collateral except as disclosed on Schedule I;

(e) To such Debtor's knowledge, the Trademark License Rights are in full force and effect. Such Debtor is not in default under any of the Trademark License Rights and, to such Debtor's knowledge, no event has occurred which with notice, the passage of time, the

satisfaction of any other condition, or all of them, might reasonably be expected to constitute a default by such Debtor under the Trademark License Rights; and

(f) Except for the filing of financing statements and the recording of this Agreement with the United States Patent and Trademark Office, no authorization, consent, approval or other action by, and no notice to or filing or recording with, any governmental authority is currently or is reasonably expected to be required either (a) for the grant by such Debtor of the liens granted hereby or for the execution, delivery or performance of this Agreement by such Debtor, or (b) for the perfection of or the exercise by Lender of its rights and remedies hereunder.

6. DEBTORS' RESPONSIBILITIES AND AGREEMENTS:

(a) Until the Obligations are Paid in Full and the Loan Agreement is terminated, each Debtor will:

(i) furnish to Lender upon Lender's reasonable request a current list of all of the items of the Trademark Collateral for the purpose of identifying the Trademark Collateral, including any licensing of Trademark Collateral, and all other reports in connection with the Trademark Collateral as Lender may reasonably request, all in reasonable detail, and, further execute and deliver such supplemental instruments, in the form of assignments or otherwise, as Lender shall reasonably require for the purpose of confirming and perfecting Lender's security interest in any or all of the Trademark Collateral;

(ii) should it obtain an ownership interest in any Trademark License Rights or Trademarks, which is not now identified in Schedule I: (A) such Debtor will give written notice to Lender concurrently with the delivery of the Compliance Certificate pursuant to Section 6.1(b) of the Loan Agreement, to the extent such Trademark License Rights or Trademarks constitute Intellectual Property, (B) the provisions of Section 2 shall automatically apply to such Trademark License Rights and Trademarks (exclusive of any Intent to Use Applications) acquired or obtained, and (C) each of such Trademark License Rights and Trademarks (exclusive of any Intent to Use Applications), together with the goodwill of the business connected with the use of the mark and symbolized by it, shall automatically become part of the Trademark Collateral under this paragraph; such Debtor authorizes Lender to modify this Agreement by amending Schedule I to include any Trademarks and Trademark License Rights which become part of the Trademark Collateral pursuant to this paragraph;

(iii) to the extent that such Debtor determines in its reasonable discretion that it is in such Debtor's commercial best interest to do so, take all commercially reasonable necessary steps to maintain each registered Trademark and to pursue each item of Trademark Collateral, in each case, to the extent constituting Intellectual Property. Each Debtor agrees to take corresponding steps with respect to each new or other registered Trademark and application for Trademark registration, in each case, to the extent constituting Intellectual Property, to which such Debtor is now or later becomes entitled. Any expenses incurred in connection with such activities shall be borne by such Debtor. ;

(iv) notify Lender promptly when such Debtor learns of any adverse written determination (including the institution of any proceeding in the United States Patent and Trademark Office or any other U.S. or foreign court or tribunal of any kind) regarding any item of the Trademark Collateral which constitutes Intellectual Property that is necessary in the conduct of the Debtors' business;

(v) [intentionally omitted];

(vi) not (A) sell, assign (by operation of law or otherwise), license or otherwise dispose of any of the Trademark Collateral except as permitted by the Loan Agreement; or (B) create or suffer to exist any Liens on, or with respect to, any of the Trademark Collateral except for Permitted Liens or as may otherwise be permitted by the Loan Agreement;

(vii) cause the use of reasonable and proper statutory notice in connection with its use of each registered trademark or service mark in its business; and

(viii) pay all expenses and reasonable attorneys' fees of Lender incurred by Lender in the exercise (including enforcement) of any of Lender's rights or remedies under this Agreement or applicable law to the extent payable under Section 13.2 of the Credit Agreement; and such Debtor agrees that said expenses and fees shall constitute part of the Obligations and be secured by the Trademark Collateral and the other Collateral.

7. **POWER OF ATTORNEY:** Each Debtor hereby makes, constitutes and appoints Lender its true and lawful attorney in fact to act with respect to the Trademark Collateral in any transaction, legal proceeding, or other matter in which Lender is acting pursuant to this Agreement. Each Debtor specifically authorizes Lender as its true and lawful attorney in fact: (i) to execute and/or authenticate on its behalf and/or file financing statements reflecting its security interest in the Trademark Collateral and any other documents necessary or desirable to perfect or otherwise further the security interest granted herein; and (ii) effective upon the occurrence and during the continuance of an Event of Default (x) to file any claims or take any action or institute any proceedings that Lender may deem necessary or desirable for the collection of any of the Trademark Collateral; (y) to assign of record in the United States Patent and Trademark Office (and each other applicable governmental authority) any and all of the Trademark Collateral in Lender's name (or the name of any nominee); and (z) to otherwise enforce the rights of Lender with respect to any of the Trademark Collateral in accordance with this Agreement or the Loan Agreement.

8. **DEFAULT:** If an Event of Default occurs and is continuing, Lender may resort to the rights and remedies available at law, in equity and under the Loan Documents, including the rights and remedies of a lender under the UCC (whether or not the UCC applies to the affected Trademark Collateral) including (i) causing the assignment of record in the United States Patent and Trademark Office (or any other applicable governmental authority) of the Trademark Collateral in Lender's name or in the name of any nominee of Lender, (ii) requiring Debtors to assemble all or any part of the documents embodying the Trademark Collateral as reasonably directed by Lender and make the documents available to the Lender at a place to be designated by Lender; (iii) licensing the Trademark Collateral

or any part thereof, or assigning its rights to the Trademark License Rights to any Person and exercising any and all rights and remedies of Lender under or in connection with the Trademark Licenses or otherwise in respect of the Trademark Collateral; and (iv) selling the Trademark Collateral at public or private sale, and Debtors will be credited with the net proceeds of such sale, after Payment in Full of all Obligations, only when they are actually received by Lender, and any requirement of reasonable notice of any disposition of the Trademark Collateral will be satisfied if such notice is sent to Debtors ten (10) days prior to such disposition. In the event of any sale, assignment, or other disposition of any of the Trademark Collateral, (1) the goodwill of the business connected with and symbolized by any Trademark Collateral subject to such disposition shall be included, and (2) each Debtor will supply to Lender or its designee such Debtor's (A) know-how and expertise relating to the manufacture and sale of products or the provision of services relating to any Trademark Collateral subject to such disposition and (B) customer lists and other records relating to such Trademark Collateral and to the distribution of such products and services. Moreover, if an Event of Default occurs and is continuing, Lender may, without notice to Debtors, apply for and have a receiver appointed under state or federal law by a court of competent jurisdiction in any action taken by Lender to enforce its rights and remedies under this Agreement and, as applicable, the other Loan Documents in order to manage, protect, preserve, and sell and otherwise dispose of all or any portion of the Trademark Collateral and continue the operation of the business of Debtors, and to collect all revenues and profits thereof and apply the same to the payment of all expenses and other charges of such receivership, including the compensation of the receiver, and to the payment of the Obligations until a sale or other disposition of such Trademark Collateral is finally made and consummated. No remedy set forth herein is exclusive of any other available remedy or remedies, but each is cumulative and in addition to every other remedy given under this Agreement, the other Loan Documents or now or hereafter existing at law or in equity or by statute. Lender may proceed to protect and enforce its rights by an action at law, in equity or by any other appropriate proceedings. No failure on the part of Lender to enforce any of the rights hereunder shall be deemed a waiver of such rights or of any Event of Default and no waiver of any Event of Default will be deemed to be a waiver of any subsequent Event of Default. Moreover, each Debtor acknowledges and agrees that Lender shall have no obligation to, and each Debtor hereby waives to the fullest extent permitted by law any right that it may have to require Lender to, (a) prepare any of the Trademark Collateral for sale, (b) pursue any Person to collect any of the Obligations or (c) exercise collection remedies against any Persons obligated on the Trademark Collateral. Lender's compliance with any applicable local, state or federal law requirements, in addition to those imposed by the UCC in connection with a disposition of any or all of the Trademark Collateral will not be considered to adversely affect the commercial reasonableness of any disposition of any or all of the Trademark Collateral under the UCC.

9. GENERAL PROVISIONS:

(a) All rights of Lender shall inure to the benefit of its permitted successors, assigns and affiliates and all obligations of each Debtor shall bind the successors and assigns of such Debtor.

(b) This Agreement and the other Loan Documents contain the entire agreement of the parties with respect to the subject matter of this Agreement and supersede all previous understandings and agreements relating to the subject matter hereof, and no oral agreement whatsoever, whether made contemporaneously herewith or hereafter shall amend, modify or otherwise affect the terms of this Agreement.

(c) The validity, interpretation and enforcement of this Agreement, and any dispute arising out of or in connection with this Agreement, whether sounding in contract, tort, equity or otherwise, shall be governed by, and construed in accordance with, the internal laws (including, without limitation, section 5-1401 of the New York State consolidated laws, but otherwise without regard to the conflicts of law provisions) and decisions of the State of New York.

(d) If any provision of this Agreement is found invalid by a court of competent jurisdiction, the invalid term will be considered excluded from this Agreement and will not invalidate the remaining provisions of this Agreement.

(e) Each Debtor hereby irrevocably authorizes Lender to file with the United States Patent and Trademark Office a copy of this Agreement and any amendments thereto or any document relating hereto or thereto which may be required by the United States Patent and Trademark Office in order to effect such filing. Each Debtor also hereby irrevocably authorizes Lender at any time and from time to time to file in any filing office in any jurisdiction any initial financing statements and amendments thereto that (i) describe the Trademark Collateral and (ii) provide any other information required by Part 5 of Article 9 of the UCC for the sufficiency or filing office acceptance of any financing statement or amendment, including whether such Debtor is an organization, the type of organization and any organizational identification number issued to such Debtor. Each Debtor hereby irrevocably authorizes Lender at any time and from time to time to correct or complete, or to cause to be corrected or completed, any financing statements, continuation statements or other such documents as have been filed naming such Debtor as debtor and Lender as secured party. Lender is hereby authorized to give notice to any licensor or licensee of any Trademark Collateral or any other Person as may be necessary or desirable under applicable laws to evidence, protect, perfect, or enforce the security interest granted to Lender in the Trademark Collateral.

(f) The definition of any document, instrument or agreement includes all schedules, attachments and exhibits thereto and all renewals, extensions, supplements, restatements and amendments thereof. All schedules, exhibits or other attachments to this Agreement are incorporated into, made and form an integral part of, this Agreement for all purposes. As used in this Agreement, "hereunder," "herein," "hereto," "this Agreement" and words of similar import refer to this entire document; "including" is used by way of illustration and not by way of limitation, unless the context clearly indicates the contrary; the singular includes the plural and conversely; and any action required to be taken by any Debtor is to be taken promptly, unless the context clearly indicates the contrary. The description of the Trademark Collateral in this Agreement does not in any way limit the description of, or the Lender's Lien on, the "Collateral" as defined in the Loan Agreement, or the Lender's remedies respecting the "Collateral."


(g) LENDER AND EACH DEBTOR HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, ARISING OUT OF, OR IN ANY WAY RELATING TO (I) THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY; OR (II) ANY CONDUCT, ACT, OMISSION OF LENDER, ANY DEBTOR OR ANY OF THEIR DIRECTORS, OFFICERS, MEMBERS, MANAGERS, EMPLOYEES, AGENTS, ATTORNEYS OR OTHER AFFILIATES, IN EACH CASE, WHETHER SOUNDING IN CONTRACT, TORT OR EQUITY OR OTHERWISE.

(h) This Agreement will terminate ("Termination") upon the Payment in Full of all Obligations, payment in full of all other Secured Obligations that are then due and payable, and termination of the Loan Agreement. Upon such Termination, Lender will, promptly upon Debtors' request and at Debtors' sole expense, execute and deliver to Debtors any release of its Lien on the Trademark Collateral or similar instrument of reconveyance and deliver or authorize Debtors or their agents to file UCC termination statements with respect to its Lien on the Trademark Collateral, all as Debtors may reasonably request.

[Signature Page Follows]

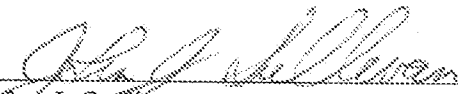
This Agreement is made and dated as of the Effective Date.

HGR INDUSTRIAL SURPLUS, LLC, as
Debtor

By: 
Name: Kevin Smith
Title: Chief Financial Officer and Treasurer

[Signature Page to Trademark Security Agreement]

KEYBANK NATIONAL ASSOCIATION, as
Lender

By: 
Name: John J. Sullivan
Title: Vice President

SCHEDULE I
TRADEMARKS

Loan Party Name	Title	Application Number and Date	Registration Number and Date	Country
HGR Industrial Surplus, LLC	HGR Industrial Surplus [and design]	App. No. 88/521,597 July 18, 2019	Reg. No. 5,988,842 Feb. 18, 2020	USA

Schedule I - 1