

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM719992

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT - TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KANAWHA ACQUISITION, LLC		04/08/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	KAYNE SENIOR CREDIT IV LOANCO, LLC, as Administrative Agent		
Street Address:	150 N. Riverside Plaza		
Internal Address:	Suite 2010		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	5988147	PIONEER	
Registration Number:	4947914	LEADING THE 'WEIGH' WITH INNOVATIVE SOLU	
Registration Number:	3438812	ASHSCAN	
Registration Number:	3043950	KANAWHA SCALES & SYSTEMS	
Registration Number:	3043949	KANAWHA SCALES & SYSTEMS	
Registration Number:	2135208	BATCHMASTER	
Registration Number:	2094204	KANAWHA SCALES & SYSTEMS	
Serial Number:	97240042	LEADING THE WEIGH	
CORRESPONDENCE DATA			
Fax Number:	2123108007		
<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:	2123108000		
Email:	juan.arias@weil.com		
Correspondent Name:	Avni Patel		
Address Line 1:	Weil, Gotshal & Manges LLP		
Address Line 2:	767 Fifth Avenue		
Address Line 4:	New York, NEW YORK 10153		

CH \$215.00 5988147

ATTORNEY DOCKET NUMBER:	Avni Patel - 55398.0012
NAME OF SUBMITTER:	Avni Patel
SIGNATURE:	/Avni Patel/
DATE SIGNED:	04/08/2022

Total Attachments: 3

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARKS

April 8, 2022

WHEREAS, KANAWHA ACQUISITION, LLC (the “Assignor”) holds all right, title and interest in and to, the trademarks and service marks listed on the annexed Schedule 1A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the “Trademarks”);

WHEREAS, the Assignor, has entered into a Security Agreement, dated November 5, 2021 (the “Security Agreement”), in favor of KAYNE SENIOR CREDIT IV LOANCO, LLC, in its capacity as Administrative Agent for certain lenders and the other holders of Secured Obligations (as defined in the Security Agreement) (the “Assignee”); and

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the lenders and the other holders of Secured Obligations a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the “Collateral”), to secure the payment, performance and observance of the Secured Obligations.


NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge to the Assignee and grants to the Assignee for the benefit of the lenders and the other holders of Secured Obligations a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the 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.

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED IN THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of the day and year first above written.

KANAWHA ACQUISITION, LLC

By:  _____
Name: Adam Zimmerman
Title: President

(Signature Page to IP Security Agreement)