

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM731773

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Fortna, Inc.		06/01/2022	Corporation: PENNSYLVANIA
Material Handling Systems, Inc.		06/01/2022	Corporation: KENTUCKY
MHS Conveyor Corp.		06/01/2022	Corporation: DELAWARE
MHS Equipment, LLC		06/01/2022	Limited Liability Company: KENTUCKY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A.		
<b>Street Address:</b>	10 S. Dearborn		
<b>City:</b>	CHICAGO		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 24</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4270113	THE DISTRIBUTION EXPERTS	
<b>Registration Number:</b>	6198394	FORTNADCDESIGNER	
<b>Registration Number:</b>	3191989	FORTNADCMODELER	
<b>Registration Number:</b>	3638584	FORTNA	
<b>Registration Number:</b>	5357876	ADA	
<b>Registration Number:</b>	2378569	APS	
<b>Registration Number:</b>	5510776	ASCADA	
<b>Registration Number:</b>	5504824	MHS ABOVE + BEYOND	
<b>Registration Number:</b>	5560718	MHS	
<b>Registration Number:</b>	5985666	MHS INSIGHTS	
<b>Registration Number:</b>	5985665	MHS INSIGHTS	
<b>Registration Number:</b>	5504823		
<b>Registration Number:</b>	4675401	ZOE	
<b>Registration Number:</b>	6357182	ZOOMOPTIX	
<b>Registration Number:</b>	3211889	CRUZ	

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Property Type	Number	Word Mark
Registration Number:	2602705	ERS
Registration Number:	2602683	INTELLIROL
Registration Number:	3857367	NBC
Registration Number:	2664215	NBS
Registration Number:	6329311	POLYSORT
Registration Number:	1272426	XENOPRESSURE
Registration Number:	1119922	XENOROL
Registration Number:	5599234	SRS SANTA ROSA SYSTEMS
Serial Number:	88822099	CONTROLBLOX

**CORRESPONDENCE DATA**

**Fax Number:** 3128622200

*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:** 312-862-4396

**Email:** noreen.gosselin@kirkland.com

**Correspondent Name:** Noreen Gosselin

**Address Line 1:** Kirkland & Ellis LLP

**Address Line 2:** 300 North LaSalle

**Address Line 4:** CHICAGO, ILLINOIS 60654

<b>ATTORNEY DOCKET NUMBER:</b>	42901-15
<b>NAME OF SUBMITTER:</b>	NOREEN GOSSELIN
<b>SIGNATURE:</b>	/NOREEN GOSSELIN/
<b>DATE SIGNED:</b>	06/01/2022

**Total Attachments: 8**

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TRADEMARK SECURITY AGREEMENT dated as of June 1, 2022 (this “**Agreement**”), among Fortna, Inc., a Pennsylvania corporation (“**Fortna**”), Material Handling Systems, Inc., a Kentucky corporation (“**MHS**”), MHS Conveyor Corp., a Delaware corporation (“**MHS Conveyor**”), and MHS Equipment, LLC, a Kentucky limited liability company (“**MHS Equipment**”, and together with Fortna, MHS and MHS Conveyor, each, a “**Grantor**” and collectively, the “**Grantors**”) and JPMorgan Chase Bank, N.A. (in its individual capacity, “**JPM**”), as collateral agent (in such capacity, the “**Collateral Agent**”).

Reference is made to (a) the Pledge and Security Agreement dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among the Grantors, Project Castle Holdings II, Inc., Delaware corporation (“**Holdings**”), Project Castle, Inc., a Delaware corporation (the “**Borrower**”), the Subsidiaries of the Borrower from time to time party thereto, and the Collateral Agent, and (b) the Credit Agreement dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified, refinanced and/or restated from time to time, the “**Credit Agreement**”), among the Grantors, Holdings, the Borrower, the Subsidiaries of the Borrower from time to time party thereto, the Lenders from time to time party thereto and JPM, as administrative agent and collateral agent for the Lenders party thereto. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantors will derive substantial benefits from the extension of credit pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01 of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the prompt and complete payment or performance, as the case may be, in full of their Secured Obligations, each Grantor, hereby pledges, mortgages, hypothecates and grants to the Collateral Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in, all right, title and interest in to and under all of the following personal property and other assets, whether now owned by or owing to, or hereafter acquired by or arising in favor of such Grantor (collectively, the “**Trademark Collateral**”):

- (a) all of the Trademarks owned by such Grantor and constituting Collateral, including those listed on Schedule I, and the goodwill of the business symbolized by the foregoing;
- (b) all renewals of the foregoing;
- (c) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements or dilutions thereof;

(d) all rights to sue for past, present, and future infringements or dilutions of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and

(e) all rights corresponding to any of the foregoing.

Notwithstanding the foregoing, the Trademark Collateral shall not include, and the Security Interest shall not extend to, any Excluded Assets; provided, that immediately upon the ineffectiveness, lapse or termination of any restriction or condition causing or resulting in any personal property or other assets that would otherwise constitute Trademark Collateral to constitute Excluded Assets, the Trademark Collateral shall include, and the Security Interest shall extend to, such personal property or other assets as if such restriction or condition had never been in effect.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The Grantors authorize and request that the Commissioner of Patents and Trademarks, record this Trademark Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. The Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the Trademark 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 any Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Termination. Subject to Section 7.11 of the Security Agreement, upon the Termination Date, this Agreement shall terminate and the security interest in the Trademark Collateral shall be released. Upon the termination of this Agreement, the Agent shall execute all documents, make all filings, take all other actions reasonably requested by the Grantors to evidence and record the release of the security interests in the Trademark Collateral granted herein.

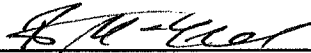
SECTION 5. Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or by email as a “.pdf” or “.tif” attachment or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 6. **CHOICE OF LAW**. 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 WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK.

[Remainder of this page intentionally blank]

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

**FORTNA INC.,**  
as the Grantor

By:   
Name: Robert McKeel  
Title: Chief Executive Officer

**MATERIAL HANDLING SYSTEMS, INC.,**  
as the Grantor

By:   
Name: Robert McKeel  
Title: Chief Executive Officer


**MHS CONVEYOR CORP.,**  
as the Grantor

By:   
Name: Robert McKeel  
Title: Chief Executive Officer

**MHS EQUIPMENT, LLC,**  
as the Grantor

By:   
Name: Robert McKeel  
Title: Chief Executive Officer

**JPMORGAN CHASE BANK, N.A.,**  
as Collateral Agent,

By:   
Name: Richard Barritt  
Title: Executive Director

*[Signature Page – Trademark Security Agreement]*