

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM754578

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Advantage Sales & Supply Co., LLC		09/09/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Twin Brook Capital Partners, LLC, as administrative agent		
Street Address:	111 South Wacker Drive, 36th 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:	5587603	LOK-DOWN	
Registration Number:	5587602	BIG-FOOT	
Registration Number:	5633900	GOLD TIP	
Registration Number:	5477234	ADVANT-EDGE	
Registration Number:	5471463	X100	
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:	3127018637		
Email:	IPDocket@mayerbrown.com		
Correspondent Name:	William R. Siegel, Mayer Brown LLP		
Address Line 1:	P.O. BOX 2828		
Address Line 4:	CHICAGO, ILLINOIS 60690-2828		
ATTORNEY DOCKET NUMBER:	22719206		
NAME OF SUBMITTER:	William R. Siegel		
SIGNATURE:	/william r siegel/		
DATE SIGNED:	09/09/2022		

CH \$140.00 5587603

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of September 9, 2022 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, this "Agreement"), is made by Advantage Sales & Supply Co., LLC, a Delaware Limited Liability Company (the "Grantor") in favor of Twin Brook Capital Partners, LLC, as administrative agent (the "Agent") for all Lenders party to the Credit Agreement (as hereafter defined). Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Security Agreement (as hereafter defined).

W I T N E S S E T H

WHEREAS, pursuant to that certain Credit Agreement, dated as of September 9, 2022 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Ascent Lifting Holdings LLC, a Delaware limited liability company ("Holdings"), Ascent Lifting, Inc., a Delaware corporation ("Borrower"), the financial institutions party thereto from time to time, as Lenders, and Twin Brook Capital Partners, LLC, as Agent for all Lenders, the Lenders agreed to make certain loans and extend certain other financial accommodations to or for the benefit of the Borrower and Grantor; and

WHEREAS, pursuant to the Credit Agreement, the Borrower and Grantor entered into that certain Guarantee and Collateral Agreement, dated as of September 9, 2022 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which the Grantor granted to the Agent a continuing security interest in, among other Collateral, certain Trademarks of the Grantor;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

Section 1 Incorporation of Security Agreement and Credit Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Security Agreement. The Credit Agreement and the Security Agreement and the provisions thereof are hereby incorporated herein in their entirety by this reference thereto and the security interest granted herein to the Agent is expressly subject to the terms and conditions thereof. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

Section 2 Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and grants to the Agent, on behalf of and for the ratable benefit of the Secured Parties, a security interest in all of its right, title and interest in, to and under the following Collateral of the Grantor (the "Trademark Collateral"):

2.1 all of its Trademarks and all Trademark Licenses included in the Collateral, including, without limitation, those referred to on Schedule A hereto;

2.2 all renewals, reversions and extensions of the foregoing, together with the goodwill of the business associated with said trademark registrations and trademark applications; and

2.3 all income, royalties and proceeds at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding the foregoing, Trademark Collateral shall not include any Excluded Property.

Section 3 Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the Trademarks and Trademark Licenses subject to a security interest hereunder.

Section 4 Release and Termination. At the time provided in Section 9.10 of the Credit Agreement or upon the occurrence of an event expressly permitted by, or provided for, in the Credit Agreement or the Security Agreement that would result in the release of all or a portion of the Trademark Collateral, all or such applicable portion of the Trademark Collateral shall be automatically released from the Lien created hereby and this Agreement and all obligations (other than those expressly stated to survive such termination) of the Agent and the Grantor hereunder shall automatically terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Trademark Collateral shall revert to the Grantor. At the request of the Grantor following any such termination, the Agent shall promptly execute and deliver to the Grantor such documents as the Grantor reasonably requests to evidence such termination.

Section 5 Binding Effect. This Agreement shall be binding upon the successors and assigns of the Grantor and shall inure to the benefit of the Agent and its successors and assigns.

Section 6 Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

Section 7 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of any executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually executed counterpart of this Agreement.

[signature pages follow]

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

GRANTOR:

ADVANTAGE SALES & SUPPLY CO., LLC


By:  _____

Name: Robert Jackson

Title: Vice President and Treasurer

ACKNOWLEDGED AND AGREED
as of the date first above written:

TWIN BROOK CAPITAL PARTNERS, LLC,
as Agent

By: 
By: Kimberly Trick (Sep 8, 2022 14:14 CDT)
Name: Kimberly Trick
Title: Managing Director

SCHEDULE A

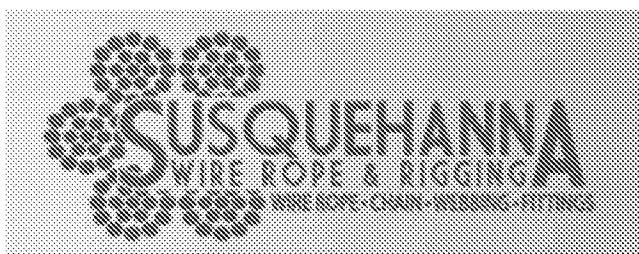
TRADEMARK REGISTRATIONS AND LICENSES

TRADEMARK REGISTRATIONS

Federal Registered Trademarks

Grantor (Owner)	Mark	Registration No.	Country
Advantage Sales & Supply Co., LLC	LOK-DOWN	5587603	10-16-2018
Advantage Sales & Supply Co., LLC	BIG-FOOT	5587602	10-16-2018
Advantage Sales & Supply Co., LLC	GOLD TIP	5633900	12-18-2018
Advantage Sales & Supply Co., LLC	ADVANT-EDGE	5477234	5-22-2018
Advantage Sales & Supply Co., LLC	X100	5471463	5-15-2018

Common Law Trademarks



TRADEMARK LICENSES

None.