

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM764641

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GNCO, INC.		10/31/2022	Corporation: OHIO
TOWLIFT, INC.		10/31/2022	Corporation: OHIO
FLEET TEAM, INC.		10/31/2022	Corporation: OHIO
EAGLE MARK 4 EQUIPMENT CO.		10/31/2022	Corporation: OHIO
MOUNTAIN LIFT, INC.		10/31/2022	Corporation: OHIO

RECEIVING PARTY DATA

Name:	PNC Bank, National Association, as Administrative Agent
Street Address:	500 First Avenue
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15219
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	6792815	TL
Registration Number:	6785314	TOWLIFT
Registration Number:	6792816	TL TOWLIFT
Registration Number:	3362478	THE YARD TRUCK SPECIALIST
Registration Number:	3227567	EAGLE MARK 4

CORRESPONDENCE DATA

Fax Number: 2164798780

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: 216-479-8500

Email: ip-squiretm@squirepb.com

Correspondent Name: Changdae Baek

Address Line 1: Squire Patton Boggs (US) LLP

Address Line 2: 1000 Key Tower, 127 Public Square

Address Line 4: Cleveland, OHIO 44114

TRADEMARK

REEL: 007886 FRAME: 0813

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CH \$140.00 6792815

ATTORNEY DOCKET NUMBER:	034397.00091
NAME OF SUBMITTER:	Changdae Baek
SIGNATURE:	/s Changdae Baek/
DATE SIGNED:	10/31/2022

Total Attachments: 5

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PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

This PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT (as amended, restated, supplemented, replaced and otherwise modified from time to time, this “IP Security Agreement”) is made and entered into as of this 31st day of October, 2022, by and among EACH OF THE GRANTORS LISTED ON THE SIGNATURE PAGES HERETO and each of the other persons and entities that become bound hereby from time to time by joinder, assumption or otherwise (each a “Grantor” and collectively, the “Grantors”) and PNC BANK, NATIONAL ASSOCIATION, a national banking association, in its capacity as Administrative Agent under and pursuant to the Credit Agreement, hereinafter defined (the “Secured Party”). Capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to such terms in the Credit Agreement or the Security Agreement, as applicable.

Recitals:

A. GNCO, INC., an Ohio corporation, TOWLIFT, INC., an Ohio corporation, FLEET TEAM, INC., an Ohio corporation, EAGLE MARK 4 EQUIPMENT CO., an Ohio corporation, and MOUNTAIN LIFT, INC., an Ohio corporation (each a “Borrower” and collectively, the “Borrowers”), the Grantors party thereto, as the “Grantors”, including, without limitation, the Debtors, the Lenders party thereto, as the “Lenders”, PNC Bank, National Association, as the “Administrative Agent”, and PNC Bank, National Association, as the “Swingline Loan Lender” and the “Issuing Lender”, are the parties to that certain Credit Agreement of even date herewith (as amended, restated, supplemented, replaced and otherwise modified from time to time, the “Credit Agreement”).

B. It is a condition precedent to the effectiveness of the Credit Agreement that the Grantors deliver this IP Security Agreement.

C. The Grantors are party to that certain Security and Pledge Agreement dated as of October 31, 2022 (as amended, amended and restated, restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Secured Party.

Agreements:

NOW THEREFORE, in consideration of the foregoing Recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor and the Secured Party hereby agree as follows:

1. INCORPORATION OF CREDIT AGREEMENT AND SECURITY AGREEMENT. The Credit Agreement and the Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference.

2. SECURITY INTEREST IN U.S. PATENTS, TRADEMARKS, COPYRIGHTS, ETC. Each Grantor hereby pledges and grants to the Secured Party for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Proprietary Collateral of such Grantor (collectively, the “IP Collateral”) to secure,

among other things, the prompt and complete payment and performance in full when due of the Secured Obligations.

- (a) the Intellectual Property of such Grantor listed on Schedule I attached hereto which is incorporated herein by reference; and
- (b) all Proceeds of any and all of the foregoing.

3. SECURITY AGREEMENT. The security interest granted pursuant to this IP Security Agreement is granted in conjunction with the security interest granted to the Secured Party pursuant to the Security Agreement and the Grantors hereby acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the IP Collateral made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this IP Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Secured Party shall otherwise determine.

4. TERMINATION. Upon the termination of the security interests granted to the Secured Party under the Security Agreement in accordance with Section 21 thereof, the liens on the IP Collateral granted hereunder shall terminate and the Secured Party shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the IP Collateral.

5. COUNTERPARTS. This IP Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this IP Security Agreement by signing and delivering one or more counterparts.

6. GOVERNING LAW. Section 12.11 of the Credit Agreement is incorporated herein, *mutatis mutandis*, as if a part hereof.

[Signatures Follow on Next Page]

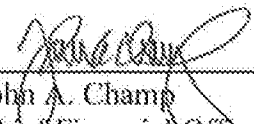
IN WITNESS WHEREOF, the parties hereto have executed this Patent, Trademark and Copyright Security Agreement as of the date first above written.

GRANTORS:

GNCO, INC.

By: 
Name: John A. Champ
Title: Chief Financial Officer and Secretary

TOWLIFT, INC.

By: 
Name: John A. Champ
Title: Chief Financial Officer, Secretary and Treasurer

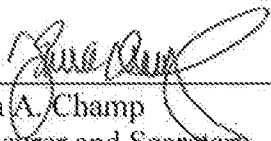
FLEET TEAM, INC.

By: 
Name: John A. Champ
Title: Chief Financial Officer, Secretary and Treasurer

EAGLE MARK 4 EQUIPMENT CO.

By: 
Name: John A. Champ
Title: Chief Financial Officer, Secretary and Treasurer

MOUNTAIN LIFT, INC.

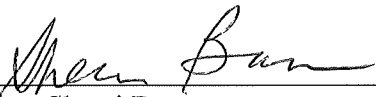
By: 
Name: John A. Champ
Title: Treasurer and Secretary

Signature Page to
Patent, Trademark and Copyright
Security Agreement

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Accepted and Agreed:

PNC BANK, NATIONAL ASSOCIATION,
as Secured Party

By: 
Name: Sherri Barr
Title: Senior Vice President

Signature Page to
Patent, Trademark and Copyright
Security Agreement



TRADEMARK
REEL: 007886 FRAME: 0818

SCHEDULE I

to

**PATENT, TRADEMARK AND COPYRIGHT
SECURITY AGREEMENT**

TRADEMARK REGISTRATIONS

<u>Name</u>	<u>Country</u>	<u>Registration Number</u>	<u>Record Owner</u>
	U.S.	6,792,815	Towlift, Inc.
TOWLIFT	U.S.	6,785,314	Towlift, Inc.
 TOWLIFT	U.S.	6,792,816	Towlift, Inc.
THE YARD TRUCK SPECIALIST	U.S.	3,362,478	Eagle Mark 4 Equipment Co.
EAGLE MARK 4	U.S.	3,227,567	Eagle Mark 4 Equipment Co.

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