

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM772688

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Prototek Sheetmetal Fabrication, LLC		12/08/2022	Limited Liability Company: NEW HAMPSHIRE
RECEIVING PARTY DATA			
Name:	Monroe Capital Management Advisors, LLC, as Collateral Agent		
Street Address:	311 South Wacker Drive, Suite 6400		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3805169	PROTOTEK	
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<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:	214-981-3483		
Email:	dclark@sidley.com		
Correspondent Name:	Dusan Clark, Esq.		
Address Line 1:	Sidley Austin LLP		
Address Line 2:	2021 McKinney Ave., Suite 2000		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	091012-30200		
NAME OF SUBMITTER:	Dusan Clark		
SIGNATURE:	/Dusan Clark/		
DATE SIGNED:	12/08/2022		
Total Attachments: 4			
source=Trademark Security Agreement (EXECUTION) (1)#page1.tif			
source=Trademark Security Agreement (EXECUTION) (1)#page2.tif			
source=Trademark Security Agreement (EXECUTION) (1)#page3.tif			

CH \$40.00 3805169

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT is entered into as of December 8, 2022 (this “Agreement”), by Prototek Sheetmetal Fabrication, LLC, a New Hampshire limited liability company (the “Grantor”) in favor of Monroe Capital Management Advisors, LLC, as collateral agent (in such capacity, the “Collateral Agent”) for the Secured Parties.

Reference is made to that certain Pledge and Security Agreement, dated as of December 8, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “Security Agreement”; capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement), among the Loan Parties party thereto and the Collateral Agent. The Lenders have extended credit to the Borrower (as defined in Credit Agreement (as defined below)) subject to the terms and conditions set forth in that certain Credit Agreement, dated as of December 8, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “Credit Agreement”), by and among Prototek LLC, a Delaware limited liability company (the “Borrower”), Prototek Holdings LLC, a Delaware limited liability company (“Holdings”), the Subsidiaries of the Borrower from time to time party thereto, the Lenders from time to time party thereto and Monroe Capital Management Advisors, LLC, as administrative agent and collateral agent for the Lenders (in its capacity as administrative agent and collateral agent, the “Administrative Agent”). Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement and Section 4.03 of the Security Agreement, the parties hereto agree as follows:

SECTION 1. *Grant of Security Interest.* As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby pledges, collaterally assigns, mortgages, transfers 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 of its right, title or interest in, to and under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of the Grantor and regardless of where located (collectively, the “IP Collateral”, but, in all cases, excluding any Excluded Assets):

- A. all United States trademarks, (including service marks), trade names, trade dress, and logos, slogans and other indicia of origin and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing (other than Excluded Assets), including the trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto;
- 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 thereof;
- D. all rights to sue for past, present or future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and
- E. all domestic rights corresponding to any of the foregoing of the foregoing.

SECTION 2. *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 Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the IP 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 the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 3. **Governing 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 in accordance with, the laws of the State of New York.

[Signature Pages Follow]

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

PROTOTEK SHEETMETAL FABRICATION,
LLC

By:  _____

Name: Erwin Bette
Title: Chief Financial Officer, Vice
President, Treasurer and Secretary

SCHEDULE I

TRADEMARKS

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK
Prototek Sheetmetal Fabrication, LLC	3,805,169	Prototek

TRADEMARK APPLICATIONS

None.