

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM772047

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ARROW ACQUISITION, LLC		12/05/2022	Limited Liability Company: KANSAS
RECEIVING PARTY DATA			
Name:	MARANON CAPITAL, L.P., as Administrative Agent		
Street Address:	303 West Madison St., Suite 2500		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	6407591	SIDNEY ATTACHMENTS	
Registration Number:	6407592	SIDNEY ATTACHMENTS	
Registration Number:	6323493	OEA SAFEGUARD	
Registration Number:	6323494	OEA SAFEGUARD	
Registration Number:	6222392	OEA	
Registration Number:	6222393	OEA	
Registration Number:	5979917	OE ATTACHMENTS	
Registration Number:	5979051	OE ATTACHMENTS	
Registration Number:	5363836	ARROW MATERIAL HANDLING PRODUCTS	
Registration Number:	5354717	A	
Registration Number:	5363837	A ARROW MATERIAL HANDLING PRODUCTS	
Registration Number:	4852220	NETFORKS	
Registration Number:	4852221	NETFORKS	
Registration Number:	2368253	CTI	
CORRESPONDENCE DATA			
Fax Number:	3128637806		
<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>			

OP \$365.00 6407591

Phone: 3128637198
Email: nancy.brougher@goldbergkohn.com
Correspondent Name: Nancy J. Brougher, Paralegal
Address Line 1: c/o Goldberg Kohn Ltd.
Address Line 2: 55 East Monroe, Suite 3300
Address Line 4: CHICAGO, ILLINOIS 60603

ATTORNEY DOCKET NUMBER: 7793.002

NAME OF SUBMITTER: Nancy Brougher

SIGNATURE: /njb/

DATE SIGNED: 12/06/2022

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 5, 2022, is made by Arrow Acquisition, LLC, a Kansas limited liability company ("Grantor"), in favor of Maranon Capital, L.P., as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Amended and Restated Credit Agreement, dated as of September 1, 2021 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among ASAP Holdings, Inc., a Delaware corporation ("Holdings"), All States Ag Parts, LLC, a Delaware limited liability company ("All States"), the other Loan Parties from time to time party thereto, the Lenders from time to time party thereto and the Agent, the Secured Parties have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed to join that certain Amended and Restated Security Agreement dated as of September 1, 2021 in favor of the Agent (and as the same may be amended, restated, supplemented and/or otherwise modified from time to time, the "Security Agreement") and in accordance therewith to pledge and grant to the Agent for the benefit of the Secured Parties a continuing security interest in all of Grantor's Intellectual Property, including, without limitation, the Trademark Collateral (as defined below), and the Security Agreement requires that Grantor execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Credit Agreement or Security Agreement, as applicable.

Section 2. Grant of Security Interest in Trademark Collateral. 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 such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and liabilities 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.

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Authorization to Supplement. If Grantor shall obtain rights to any new Trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to the Agent with respect to any such new Trademarks or renewal or extension of any Trademark registration. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes the Agent unilaterally to modify this Trademark Security Agreement by amending Schedule 1 to include any such new Trademarks of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule 1 shall in any way affect, invalidate or detract from the Agent's continuing security interest in all Trademark Collateral, whether or not listed on Schedule 1.

Section 6. Counterparts. This Trademark Security 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. Receipt by telecopy or electronic mail of any executed signature page to this Security Agreement shall constitute effective delivery of such signature page. This Security Agreement to the extent signed and delivered by means of a facsimile machine or Electronic Transmission shall be treated in all manner and respects and for all purposes as an original agreement or amendment and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No party hereto shall raise the use of a facsimile machine or Electronic Transmission to deliver a signature or the fact that any signature or agreement or amendment was transmitted or communicated through the use of a facsimile machine or Electronic Transmission as a defense to the formation or enforceability of a contract and each such party forever waives any such defense.

Section 7. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Illinois.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

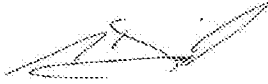
Very truly yours,

ARROW ACQUISITION, LLC
as Grantor

By: Kurt Meyer
Name: Kurt Meyer
Title: Chief Financial Officer

ACKNOWLEDGED AND AGREED
as of the date first above written:





MARANON CAPITAL, L.P., as Agent

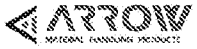


By: _____
Name: Greg Daniele
Title: Managing Director

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

Trademark	App. No. and Date	Reg. No. and Date	Owner of Record
SIDNEY ATTACHMENTS	90174089 09/11/2020	6407591 07/06/2021	Arrow Acquisition, LLC
SIDNEY ATTACHMENTS 	90174090 09/11/2020	6407592 07/06/2021	Arrow Acquisition, LLC
OEA SAFEGUARD	88749727 01/07/2020	6323493 04/13/2021	Arrow Acquisition, LLC
OEA SAFEGUARD 	88749730 01/07/2020	6323494 04/13/2021	Arrow Acquisition, LLC
OEA	88074480 08/10/2018	6222392 12/15/2020	Arrow Acquisition, LLC
OEA 	88074485 08/10/2018	6222393 12/15/2020	Arrow Acquisition, LLC
OE ATTACHMENTS	88074488 08/10/2018	5979917 02/04/2020	Arrow Acquisition, LLC
OE ATTACHMENTS <i>OE Attachments</i>	88074492 08/10/2018	5979051 02/04/2020	Arrow Acquisition, LLC
ARROW MATERIAL HANDLING PRODUCTS	87445730 05/11/2017	5363836 12/26/2017	Arrow Acquisition, LLC
A & Design 	87445733 05/11/2017	5354717 12/12/2017	Arrow Acquisition, LLC

A ARROW MATERIAL HANDLING PRODUCTS 	87445732 05/11/2017	5363837 12/26/2017	Arrow Acquisition, LLC
NETFORKS	86362797 08/11/2014	4852220 11/10/2015	Arrow Acquisition, LLC
NETFORKS	86362843 08/11/2014	4852221 11/10/2015	Arrow Acquisition, LLC
CTI	75694512 04/30/1999	2368253 07/18/2000	Arrow Acquisition, LLC