

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM774494

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Flashco Manufacturing, Inc.		12/02/2022	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	KeyBank National Association		
Street Address:	401 Plymouth Road, Suite 600		
City:	Plymouth Meeting		
State/Country:	PENNSYLVANIA		
Postal Code:	19462		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	6811895	FLASHCO	
Registration Number:	6744064	FLASHCO EDGE	
Registration Number:	3677296	FLASHCAP	
CORRESPONDENCE DATA			
Fax Number:	6123713207		
<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:	612-371-2461		
Email:	englishj@ballardspahr.com		
Correspondent Name:	Jennifer English		
Address Line 1:	2000 IDS Center, 80 South 8th Street		
Address Line 4:	Minneapolis, MINNESOTA 55402-2119		
ATTORNEY DOCKET NUMBER:	00395841		
NAME OF SUBMITTER:	Jennifer J. English		
SIGNATURE:	/Jennifer J. English/		
DATE SIGNED:	12/15/2022		
Total Attachments: 6			
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PATENT AND TRADEMARK SECURITY AGREEMENT

This PATENT AND TRADEMARK SECURITY AGREEMENT dated December 2, 2022 (this "Agreement"), is made by and between **FLASHCO MANUFACTURING, INC.**, a California corporation ("Grantor") and **KEYBANK NATIONAL ASSOCIATION** ("Lender").

Reference is made to that certain Loan and Security Agreement (as it may hereafter from time to time be restated, amended, modified or supplemented, the "Loan Agreement") dated as of the date hereof by and among Grantor (together with each Person joined thereto as a borrower from time to time, each a "Borrower" and collectively, "Borrowers") and Lender. The obligation of Lender to make Loans under the Loan Agreement is subject to the condition, among others, that the Grantor execute and deliver this Agreement. Grantor is a Borrower and will derive substantial benefits from the extension of credit contemplated by the Loan Agreement and is willing to execute and deliver this Agreement in order to induce Lender to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Loan Agreement, as applicable. The rules of construction specified in Section 1.3 of the Loan Agreement also apply to this Agreement, mutatis mutandis.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, Grantor pursuant to the Loan Agreement did, and hereby does, grant to Lender, its successors and assigns, a security interest in all right, title and interest in, to and under any and all of the following assets and properties now owned or at any time hereafter acquired by Grantor or in, to or under which Grantor now has or at any time hereafter may acquire any right, title or interest (collectively, the "Patent and Trademark Collateral"):

(a) all letters patent of the United States of America or the equivalent thereof in any other country or with any multinational body, all registrations and recordings thereof, and all applications for letters patent of the United States of America or the equivalent thereof in any other country or with any multinational body, including registrations, recordings and pending applications in the United States Patent and Trademark Office or any similar office worldwide, including those listed on Schedule I;

(b) all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein;

(c) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, all registrations and recordings thereof, and all applications filed in connection therewith, including registrations and applications in the United States Patent and Trademark Office or any similar offices in any State of the United States of America or any other country or with any multinational body, and all extensions or renewals thereof, including those listed on Schedule II;

(d) all goodwill associated therewith or symbolized thereby;

(e) all other assets, rights and interests that uniquely reflect or embody such goodwill;
and

(f) the right to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation or other violation or impairment of any of the foregoing, including the right to receive all proceeds therefrom, including without limitation license fees, royalties, income, payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect thereto, and all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

SECTION 3. Loan Agreement. The security interests granted to Lender herein are granted in furtherance, and not in limitation of, the security interests granted to Lender pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the Patent and Trademark Collateral are more fully set forth in the Loan 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 Loan Agreement, the terms of the Loan Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement.

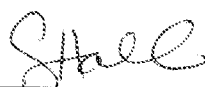
[Signature Pages Follow]

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

FLASHCO MANUFACTURING, INC.

By: 
Name: Gregory J. Morrow
Title: President

KEYBANK NATIONAL ASSOCIATION

By: 
Name: Stephen J. Hall
Title: Vice President-Relationship
Manager

Patent and Trademark Security Agreement

TRADEMARK
REEL: 007922 FRAME: 0333

SCHEDULE I

Patents

None.

Patent Applications

None.

Patent Licenses

None.

SCHEDULE II

Trademarks

Reg. No. / App. No.	Mark	Filing Date	Registration Date	Applicant/ Registrant/ Last Listed Owner
6811895	FLASHCO	5/21/2021	8/9/2022	FlashCo Manufacturing, Inc.
6744064	FlashCo Edge	5/21/2021	5/31/2022	FlashCo Manufacturing, Inc.
3677296	FLASHCAP	2/5/2008	9/1/2009	FlashCo Manufacturing, Inc.

Trademark Applications

Trademark Licenses