

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM799523

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LMI US, LLC		03/07/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	The Toronto-Dominion Bank		
Street Address:	66 Wellington Street West, 10th Floor		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5K 1A2		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1139886	BRIDGEMASTER	
Registration Number:	2765376	REVOLUTION	
CORRESPONDENCE DATA			
Fax Number:	2148558200		
<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:	2148558000		
Email:	chris.andersen@nortonrosefulbright.com		
Correspondent Name:	Chris R. Andersen		
Address Line 1:	2200 Ross Avenue, Suite 3600		
Address Line 2:	Norton Rose Fulbright US LLP		
Address Line 4:	Dallas, TEXAS 75201-7932		
ATTORNEY DOCKET NUMBER:	1001233872		
NAME OF SUBMITTER:	Chris Andersen		
SIGNATURE:	/chris andersen/		
DATE SIGNED:	03/31/2023		
Total Attachments: 8			
source=TD_Project Bluejay - [Executed] Intellectual Property Security Agreement [LMI US, LLC]#page1.tif			
source=TD_Project Bluejay - [Executed] Intellectual Property Security Agreement [LMI US, LLC]#page2.tif			

OP \$65.00 1139886

source=TD_Project Bluejay - [Executed] Intellectual Property Security Agreement [LMI US, LLC]#page3.tif
source=TD_Project Bluejay - [Executed] Intellectual Property Security Agreement [LMI US, LLC]#page4.tif
source=TD_Project Bluejay - [Executed] Intellectual Property Security Agreement [LMI US, LLC]#page5.tif
source=TD_Project Bluejay - [Executed] Intellectual Property Security Agreement [LMI US, LLC]#page6.tif
source=TD_Project Bluejay - [Executed] Intellectual Property Security Agreement [LMI US, LLC]#page7.tif
source=TD_Project Bluejay - [Executed] Intellectual Property Security Agreement [LMI US, LLC]#page8.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, this "**Agreement**") is entered into as of March 7, 2023 among LMI US, LLC (the "**Grantor**") and The Toronto-Dominion Bank, as lender (the "**Lender**"). Capitalized terms used herein but not otherwise defined shall have the meanings attributed to such terms in the Security Agreement (as defined below).

WITNESSETH:

WHEREAS, the Grantor has entered into a Security Agreement in favor of the Lender dated as March 1, 2023 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), and pursuant to the Security Agreement, the Grantor has granted to the Lender a security interest in substantially all of the Grantor's personal property, including, without limitation, its Intellectual Property;

AND WHEREAS, the Grantor has agreed to execute this Agreement in respect of its Intellectual Property for recording with the United States Patent and Trademark Office, the United States Copyright Office, the Canadian Intellectual Property Office or any other office in which a security interest in the Intellectual Property may be recorded under the laws of any other applicable jurisdiction.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter set forth, the Grantor and the Lender agree as follows:

- 1. Reaffirmation of Security.** The Grantor hereby reaffirms its grant to the Lender of a security interest in and to all of the Grantor's right, title and interest in and to the Intellectual Property (including, without limitation, all of the Intellectual Property set forth in Schedule A attached hereto, as Schedule A may be supplemented from time to time), whether now owned or hereafter acquired, pursuant to the terms of the Security Agreement. For the avoidance of doubt, the security interest with respect to Trademarks constitutes a security interest in, and a charge, hypothecation and pledge of, such Trademarks in favor of the Lender, but does not constitute an assignment of such Trademarks to the Lender.
- 2. Security for the Secured Obligations.** This Agreement secures, and the Intellectual Property is collateral security for the prompt and complete payment and performance of all Secured Obligations, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts that constitute part of the Secured Obligations and that would be owed by the Grantor to the Lender under the Loan Documents but for the fact that such Secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.
- 3. Recordation.** The Grantor authorizes that this Agreement be recorded at the United States Patent and Trademark Office, the United States Copyright Office, the Canadian Intellectual Property Office or any other office in which a security interest in the Intellectual Property may be recorded under the laws of any other applicable jurisdiction.
- 4. Grants, Rights and Remedies.** This Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor hereby acknowledges and confirms that the grant of the security interest reaffirmed hereunder to, and the rights and remedies of, the Lender with respect to the Intellectual Property are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.
- 5. Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to the conflict of laws provisions thereof to the extent such principles

or rules would require or permit the application of the laws of any jurisdiction other than those of the State of New York.

6. **Counterparts and Electronic Delivery.** This Agreement may be executed in any number of separate counterparts and all such signed counterparts constitute one and the same agreement. Delivery by facsimile or other electronic means of an originally executed signature page to this Agreement by a party is as effective as personal delivery of such signature page.

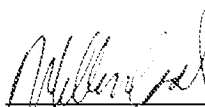
7. **Release.** Unless otherwise agreed in writing by the parties, the security interests granted herein will terminate (and all rights to the Collateral will revert to the Grantor) in accordance with the Loan Documents.

[Signatures follow]

IN WITNESS WHEREOF the Grantor and the Lender have executed and delivered this Agreement as of the date first above written.

LMI US, LLC

By:



Name: William Cissel

Title: Secretary

Acknowledged and agreed:

THE TORONTO-DOMINION BANK

By: *D. D'Cruz*
Name: David D'Cruz
Title: Director, TD Asset Based Lending

By: _____
Name:
Title:

SCHEDULE A**I. Patents**

Title	Docket Number	Country	Status	App. Number	Pat. No.	Inventors
AXLE ATTACHMENT ARRANGEMENT FOR TAG AXLE	061300-1697	Canada	Granted	2400609	2400609	Chad O. Konop
AUXILIARY WATER TANK AND PUMP ASSEMBLY FOR A CONCRETE MIXING VEHICLE	061300-1684	United States of America	Granted	11/355049	7824096	THOMAS G. LINDBLOM; TED M. DALY; Thomas P. Quigley
AUXILIARY WATER TANK AND PUMP ASSEMBLY FOR A VEHICLE	061300-1683	Canada	Granted	2636168	2636168	THOMAS G. LINDBLOM; TED M. DALY
CONCRETE MIXER VEHICLE HAVING VERTICALLY-POSITIONED CNG FUEL TANKS	061300-2164	United States of America	Granted	14/635948	10239403	Mark D. Broker; Tim S Meilahn; Jon J. MORROW
LATCH ASSEMBLY ARRANGEMENT FOR TAG AXLE	061300-1700	Canada	Granted	2400658	2400658	Chad O. Konop
MIXER DRUM	061300-2123	Mexico	Granted	MX/f/2014/001947	46368	BRYAN S. DATEMA; Thomas J. Harris; Joel Urch
MIXER LADDER ASSIST	061300-3970	United States of America	Pending	17/831925		Robert VARAO; Bryan DATEMA; Clint Glunz
MIXING DRUM	061300-1757	United States of	Granted	29/477768	D737866	BRYAN S. DATEMA;

Title	Docket Number	Country	Status	App. Number	Pat. No.	Inventors
		America				Thomas J. Harris; Joel Urch
MIXING DRUM	061300-2201	United States of America	Granted	29/534822	D772306	BRYAN S. DATEMA; Thomas J. Harris; Joel Urch
MIXING DRUM FOR A CONCRETE MIXING TRUCK	061300-2122	Canada	Granted	157369	157369	BRYAN S. DATEMA; Thomas J. Harris; Joel Urch
NON-METALLIC AUXILIARY TANK SYSTEM FOR A VEHICLE	061300-1678	United States of America	Granted	12/509609	7730903	THOMAS G. LINDBLOM; Ryan J. Roudebush; Keith A. KRUCKEBERG; Kevin M. SHABER
NON-METALLIC AUXILIARY TANK SYSTEM FOR A VEHICLE	061300-1679	Mexico	Granted	MX/a/2009/007869	296454	THOMAS G. LINDBLOM; Ryan J. Roudebush; Keith A. KRUCKEBERG; Kevin M. SHABER
NON-METALLIC AUXILIARY TANK SYSTEM FOR A VEHICLE	061300-1680	Canada	Granted	2671440	2671440	THOMAS G. LINDBLOM; Ryan J. Roudebush; Keith A. KRUCKEBERG; Kevin M. SHABER
NON-METALLIC AUXILIARY TANK SYSTEM FOR A VEHICLE	061300-1682	United States of America	Granted	11/657351	7581557	THOMAS G. LINDBLOM; Ryan J. Roudebush; Keith A. KRUCKEBERG; Kevin M. SHABER

Title	Docket Number	Country	Status	App. Number	Pat. No.	Inventors
SWINGING CHUTE LINKAGE ASSEMBLY	061300-1720	Canada	Granted	2697597	2697597	Kevin M. SHABER; THOMAS G. LINDBLOM
SWINGING CHUTE LINKAGE ASSEMBLY	061300-1721	United States of America	Granted	12/502361	8051970	Kevin M. SHABER; THOMAS G. LINDBLOM

II. Trademarks

Docket No.	Country	Status	Application Date	Reg. No.	Registration Date	Trademark	Goods
061300-1242	United States of America	Registered	2/8/78	1139886	9/23/80	BRIDGEMASTER	CLASS 12: Structural components for increasing ground support for self-propelled concrete mixer trucks
N/A	United States of America	Common Law	N/A	N/A	N/A	Bridgemaster	N/A
061300-0456	Canada	Registered	9/11/02	TMA649348	9/29/05	REVOLUTION (STYLIZED W/BLUE ``O``)	MIXING DRUMS FOR TRANSIT CONCRETE MIXING VEHICLES TRANSIT CONCRETE MIXING VEHICLES; CLASS 07: Mixing drums for transit concrete mixing vehicles.; CLASS

Docket No.	Country	Status	Application Date	Reg. No.	Registration Date	Trademark	Goods
							12: Transit concrete mixing vehicles.
061300-0525	United States of America	Registered	3/11/02	2765376	9/16/03	REVOLUTION (STYLIZED W/BBLUE ``O``)	CLASS 07: Mixing drums for transit concrete mixing vehicles.; CLASS 12: Transit concrete mixing vehicles.
061300-0471	Israel	Registered	9/11/02	159218	8/5/03	REVOLUTION (STYLIZED W/BBLUE ``O``)	CLASS 07: Mixing Drums for Transit Concrete Mixing Vehicles
061300-0497	Israel	Registered	9/11/02	159219	8/5/03	REVOLUTION (STYLIZED W/BBLUE ``O``)	CLASS 12: TRANSIT CONCRETE MIXING VEHICLES

III. Copyrights

None.