

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM800527

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lathrup Industries, Inc.		04/04/2023	Corporation: MICHIGAN
Rhino Assembly Company LLC		04/04/2023	Limited Liability Company: NORTH CAROLINA
Hovair Automotive LLC		04/04/2023	Limited Liability Company: INDIANA
RECEIVING PARTY DATA			
Name:	Churchill Agency Services LLC, as Agent		
Street Address:	430 Park Avenue, 14th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3253232	AMERICAN TURNTABLE WWW.AMERICANTURNTABLE	
Registration Number:	6280614	LATHRUP INDUSTRIES INCORPORATED	
Registration Number:	6280615	LATHRUP INDUSTRIES	
Registration Number:	6548412	RHINO TOOL HOUSE	
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:	096939-31480		
NAME OF SUBMITTER:	Dusan Clark		

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SIGNATURE:	/Dusan Clark/
DATE SIGNED:	04/04/2023
Total Attachments: 5 source=Rhino - Trademark Security Agreement [Executed] 4883-2149-5898 1#page1.tif source=Rhino - Trademark Security Agreement [Executed] 4883-2149-5898 1#page2.tif source=Rhino - Trademark Security Agreement [Executed] 4883-2149-5898 1#page3.tif source=Rhino - Trademark Security Agreement [Executed] 4883-2149-5898 1#page4.tif source=Rhino - Trademark Security Agreement [Executed] 4883-2149-5898 1#page5.tif	

THIS TRADEMARK SECURITY AGREEMENT, dated as of April 4, 2023, is made by Lathrup Industries, Inc., a Michigan corporation, Rhino Assembly Company LLC, a North Carolina limited liability company and Hovair Automotive LLC, an Indiana limited liability company (collectively, the “Grantors”, and each, a “Grantor”), in favor of Churchill Agency Services LLC (“CAS”), as administrative agent (in such capacity, together with its successors and permitted assigns, “Agent”) for the Lenders (as defined in the Credit Agreement referred to below) and the other Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of April 4, 2023 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among RTH Buyer LLC, a Delaware limited liability company (initially, the “Initial Borrower” and following the consummation of the Rhino Acquisition and the effectiveness of the Closing Date Acquisition, “Holdings”), Rhino Intermediate Holding Company, LLC, a Delaware limited liability company, as a Borrower following the consummation of the Rhino Acquisition and the Closing Date Assignment (collectively with each other Person who becomes a borrower under the Credit Agreement defined below, the “Borrowers”), the Lenders from time to time party thereto and CAS, as Agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Guaranty and Security Agreement dated as of April 4, 2023 in favor of the Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guaranty the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

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

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The 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 the Grantor, hereby 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 the 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.

Notwithstanding anything to the contrary, in no event shall the Trademark Collateral include any Excluded Property and no security interest is granted in any Excluded Property.

Section 3. Guaranty and 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 Guaranty and Security Agreement and the 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 Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions, in each case, as determined in the Grantor's reasonable business judgment, in connection with their Trademarks subject to a security interest hereunder.

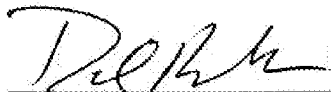
Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. The laws of the State of New York shall govern all matters arising out of, in connection with or relating to this Trademark Security Agreement, including its validity, interpretation, construction, performance and enforcement (including any claims sounding in contract or tort law arising out of the subject matter hereof and any determinations with respect to post-judgment interest).

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the 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.

LATHRUP INDUSTRIES, INC., as Grantor

By: 
Name: Daniel Brooks
Title: President

RHINO ASSEMBLY COMPANY, LLC, as Grantor

By: 
Name: Daniel Brooks
Title: President

HOVAIR AUTOMOTIVE, LLC, as Grantor

By: 
Name: Daniel Brooks
Title: President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ACCEPTED AND AGREED
as of the date first above written:

CHURCHILL AGENCY SERVICES LLC, as Agent

By: *Jill White*
Name: Jill White
Its: Managing Director



[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 008033 FRAME: 0884

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Trademark	Registration Number	Registration Date	Grantor
AMERICAN TURNTABLE WWW.AMERICANTURNTABLE.COM and Design 	3,253,232	June 19, 2007	Hovair Automotive, LLC
LATHRUP INDUSTRIES INCORPORATED and Design 	6,280,614	March 2, 2021	Lathrup Industries, Inc.
LATHRUP INDUSTRIES	6,280,615	March 2, 2021	Lathrup Industries, Inc.
RHINO TOOL HOUSE	6,548,412	Nov. 2, 2021	Rhino Assembly Company, LLC

2. TRADEMARK APPLICATIONS

None.