

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM806287

| | | | |
|-----------------------------------|---|--------------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Sandhills Global, Inc. | | 04/26/2023 | Corporation: NEBRASKA |
| RECEIVING PARTY DATA | | | |
| Name: | J.P. Morgan Chase Bank, N.A. | | |
| Street Address: | 10 South Dearborn | | |
| Internal Address: | Floor L2 | | |
| City: | Chicago | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60603-2300 | | |
| Entity Type: | National Banking Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 18 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 97707406 | AUCTIONTIME.COM | |
| Serial Number: | 97707390 | AUCTIONTIME.COM | |
| Serial Number: | 97499341 | EM | |
| Serial Number: | 97499329 | EM EQUINEMARKET | |
| Serial Number: | 97388346 | EQUIPMENTFACTS | |
| Serial Number: | 97406062 | LM | |
| Serial Number: | 97406066 | LM LIVESTOCKMARKET.COM | |
| Serial Number: | 97809925 | RVUNIVERSE | |
| Serial Number: | 97809929 | RVUNIVERSE | |
| Serial Number: | 97678480 | SANDHILLS GLOBAL | |
| Serial Number: | 97678484 | SANDHILLS GLOBAL | |
| Serial Number: | 97678474 | SANDHILLS GLOBAL | |
| Serial Number: | 97625322 | SANDHILLS SYSTEM | |
| Serial Number: | 97625330 | SANDHILLS SYSTEM | |
| Serial Number: | 97571470 | TNEEDTURFEQUIPMENT | |
| Serial Number: | 97571465 | TNEEDTURFEQUIPMENT | |
| Serial Number: | 97477704 | VIP | |
| Serial Number: | 97477699 | VIP VALUE INSIGHT PORTAL | |

OP \$465.00 97707406

CORRESPONDENCE DATA**Fax Number:**

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.

Phone: 4023466000**Email:** patrick.stephenson@kutakrock.com**Correspondent Name:** Patrick C. Stephenson**Address Line 1:** 1650 Farnam Street**Address Line 4:** Omaha, NEBRASKA 68102

| | |
|---------------------------|-----------------------|
| NAME OF SUBMITTER: | Patrick C. Stephenson |
|---------------------------|-----------------------|

| | |
|-------------------|-------------------------|
| SIGNATURE: | /Patrick C. Stephenson/ |
|-------------------|-------------------------|

| | |
|---------------------|------------|
| DATE SIGNED: | 04/26/2023 |
|---------------------|------------|

Total Attachments: 6

source=JPMorgan Chase Sandhills Global II Intellectual Property Security Agreement#page1.tif

source=JPMorgan Chase Sandhills Global II Intellectual Property Security Agreement#page2.tif

source=JPMorgan Chase Sandhills Global II Intellectual Property Security Agreement#page3.tif

source=JPMorgan Chase Sandhills Global II Intellectual Property Security Agreement#page4.tif

source=JPMorgan Chase Sandhills Global II Intellectual Property Security Agreement#page5.tif

source=JPMorgan Chase Sandhills Global II Intellectual Property Security Agreement#page6.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Security Agreement”), dated as of April 26, 2023, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of and JPMORGAN CHASE BANK, N.A., in its capacity as administrative agent (“Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Amended and Restated Credit Agreement, dated as of April 26, 2023 (as the same may be amended, restated, supplemented and/or modified from time to time, the “Credit Agreement”), by and among the Sandhills Global, Inc., a Nebraska corporation (the “Borrower”), the other Loan Parties party thereto, the Lenders from time to time party thereto and Agent, as administrative agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to the Loan Guaranty (as defined in the Credit Agreement) to guarantee the Secured Obligations (as defined in the Credit Agreement); and

WHEREAS, all of the Grantors are party to the Amended and Restated Pledge and Security Agreement of even date herewith (the “Security Agreement”) pursuant to which the Grantors are required to execute and deliver this 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 Borrower thereunder, each Grantor hereby agrees with Agent as follows:

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

Section 2. Grant of Security Interest in Trademark Collateral. Each 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 Agent for the benefit of the Secured Parties, and grants to 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 and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto; (ii) all renewals and extensions of the foregoing; (iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and (iv) 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. Guaranty and Security Agreement. The security interest granted pursuant to this Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of 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. Each 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 and IP Licenses subject to a security interest hereunder.

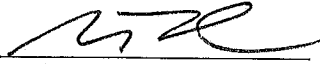
Section 5. Counterparts. This Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages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

Section 6. Governing Law. This 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 New York.

[SIGNATURE PAGES FOLLOW]

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

SANDHILLS GLOBAL, INC.,
as Grantor

By: 
Name: Shawn T. Peed
Title: President

ACCEPTED AND AGREED
as of the date first above written:

JPMORGAN CHASE BANK, N.A.,
as Agent

By: _____
Name: _____
Title: _____

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

SANDHILLS GLOBAL, INC.,
as Grantor

By: _____
Name: _____
Title: _____

ACCEPTED AND AGREED
as of the date first above written:

JPMORGAN CHASE BANK, N.A.,
as Agent

By: Caleb Green
Name: Caleb Green
Title: Authorized Officer

SCHEDULE I
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Trademark Applications

| <u>Mark Description</u> | <u>Filed</u> | <u>App. No.</u> | <u>Registered</u> | <u>Reg. No.</u> | <u>Owner</u> |
|--------------------------------------|--------------|-----------------|-------------------|-----------------|------------------------|
| AuctionTime.com | 12/7/2022 | 97707406 | - | - | Sandhills Global, Inc. |
| AuctionTime.com | 12/7/2022 | 97707390 | - | - | Sandhills Global, Inc. |
| EM | 7/12/2022 | 97499341 | - | - | Sandhills Global, Inc. |
| EM EQUINEMARKET | 7/12/2022 | 97499329 | - | - | Sandhills Global, Inc. |
| EQUIPMENTFACTS | 4/29/2022 | 97388346 | - | - | Sandhills Global, Inc. |
| LM | 5/11/2022 | 97406062 | - | - | Sandhills Global, Inc. |
| LM LIVESTOCKMARKET.COM | 5/11/2022 | 97406066 | - | - | Sandhills Global, Inc. |
| RVUniverse | 2/24/2023 | 97809925 | - | - | Sandhills Global, Inc. |
| RVUniverse | 2/24/2023 | 97809929 | - | - | Sandhills Global, Inc. |
| SANDHILLS GLOBAL | 11/15/2022 | 97678480 | - | - | Sandhills Global, Inc. |
| SANDHILLS GLOBAL | 11/15/2022 | 97678484 | - | - | Sandhills Global, Inc. |
| SANDHILLS GLOBAL | 11/15/2022 | 97678474 | - | - | Sandhills Global, Inc. |
| Sandhills System | 10/10/2022 | 97625322 | - | - | Sandhills Global, Inc. |
| Sandhills System + Starburst | 10/10/2022 | 97625330 | - | - | Sandhills Global, Inc. |
| T + NeedTurfEquipment Design Mark | 8/30/2022 | 97571470 | - | - | Sandhills Global, Inc. |
| T+NeedTurfEquipment | 8/30/2022 | 97571465 | - | - | Sandhills Global, Inc. |
| VIP | 6/27/2022 | 97477704 | - | - | Sandhills Global, Inc. |

| | | | | | |
|-----------------------------|-----------|----------|---|---|---------------------------|
| VIP VALUE INSIGHT PORTAL | 6/27/2022 | 97477699 | - | - | Sandhills Global, Inc. |
|-----------------------------|-----------|----------|---|---|---------------------------|