

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM815573

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
First Merchants Bank		06/06/2023	Financial Institution: INDIANA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Pinnacle Bank		
<b>Street Address:</b>	150 Third Avenue South		
<b>Internal Address:</b>	Suite 900		
<b>City:</b>	Nashville		
<b>State/Country:</b>	TENNESSEE		
<b>Postal Code:</b>	37201		
<b>Entity Type:</b>	Corporation: TENNESSEE		
<b>PROPERTY NUMBERS Total: 15</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	97725947	SABRESHIELD	
<b>Serial Number:</b>	97725927	SABRESHIELD	
<b>Serial Number:</b>	97725914	SHOPMASTER	
<b>Serial Number:</b>	97725897	SHOPSABRE	
<b>Serial Number:</b>	97725885	SABRENATION	
<b>Serial Number:</b>	97725866	SABRENATION	
<b>Registration Number:</b>	6418740	SIDEKICK 8	
<b>Registration Number:</b>	6506189	DUST DOCK	
<b>Registration Number:</b>	6559088	SIDEKICK	
<b>Registration Number:</b>	5935817	SIGN MASTER	
<b>Registration Number:</b>	5866635	PLASMA DEFENSE	
<b>Registration Number:</b>	3126746	SHOP SABRE	
<b>Serial Number:</b>	97517301	MR-1	
<b>Registration Number:</b>	6668283	ARCFLAT	
<b>Registration Number:</b>	5589767	CROSSFIRE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6152446804		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			
<b>TRADEMARK</b>			

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*using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** 615-850-8742  
**Email:** sarah.wills@hklaw.com  
**Correspondent Name:** Julian L. Bibb, IV  
**Address Line 1:** c/o Holland & Knight LLP  
**Address Line 2:** 511 Union Street, Suite 2700  
**Address Line 4:** Nashville, TENNESSEE 37219

<b>ATTORNEY DOCKET NUMBER:</b>	821644.00005
<b>NAME OF SUBMITTER:</b>	Julian L. Bibb IV
<b>SIGNATURE:</b>	/JULIAN L. BIBB IV/
<b>DATE SIGNED:</b>	06/07/2023

**Total Attachments: 5**

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**ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT**

This **ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT** (this “**Assignment**”), dated as of June 6, 2023, is by **First Merchants Bank (“FMB”)**, acting in its capacity as the resigning administrative agent (in such capacity, the “**Resigning Agent**”) and **Pinnacle Bank**, acting in its capacity as the successor administrative agent (in such capacity, the “**Successor Agent**”).

**RECITALS:**

**WHEREAS**, Numerically Automated Cutting Systems, LLC and Langmuir Systems LLC, as “**Grantor**”, and Resigning Agent are parties to the Grant of Security Interest in United States Trademarks dated as of December 29, 2022 and recorded with the United States Patent and Trademark Office at Reel 8055, Frame 0040 (as amended, restated, supplemented or otherwise modified from time to time, collectively, the “**Trademark Security Agreement**”) covering certain trademarks set forth on Exhibits A; and

**WHEREAS**, pursuant to that certain Successor Agent Agreement and Amendment No. 1 to Amended and Restated Credit Agreement dated as of June 6, 2023), by and among the Resigning Agent, the Successor Agent, the Required Lenders and the Loan Parties (the “**First Amendment**”), the Resigning Agent has resigned as administrative agent (including, without limitation, as collateral agent) under the Loan Documents and the Successor Agent has accepted its appointment as the administrative agent (including, without limitation, as collateral agent) under the Loan Documents; additionally, the Resigning Agent has assigned to the Successor Agent all rights, powers, trusts, and Liens granted to the Resigning Agent by the Borrowers and the Guarantors under the Trademark Security Agreement, among other Loan Documents.

**NOW, THEREFORE**, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Resigning Agent confirms, acknowledges and agrees that it has assigned, and to the extent it has not assigned, hereby assigns to the Successor Agent and its successors and assigns, all of its rights, powers, trusts and Liens granted to it by the Borrowers and the Guarantors under the Trademark Security Agreement.

Capitalized terms used and not otherwise defined herein have the meanings provided for such terms in the First Amendment.


This Assignment may be executed in any number of counterparts, each of which when so executed shall be deemed an original and all of which taken together shall constitute one and the same instrument.

*- Remainder of Page Intentionally Left Blank; Signature Page Follows -*

IN WITNESS WHEREOF, the Resigning Agent and the Successor Agent have caused this Assignment to be duly executed as of the date first above written.

**RESIGNING AGENT:**


**FIRST MERCHANTS BANK**

By:   
Name: Cameron Gerst  
Title: Vice President

[Signature Page to Assignment of Trademark Security Assignment]

**SUCCESSOR AGENT:**

**PINNACLE BANK**

By:   
Name: John Markham  
Title: Senior Vice President

**EXHIBIT A**  
**TRADEMARKS**

<u>Mark</u>	<u>Serial Number</u>	<u>Filing Date</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Owner</u>
SABRESHIELD	97301013	03-08-2022			James Bombardo dba ShopSabre CNC
	97725947	12-20-2022			Numerically Automated Cutting Systems, LLC DBA ShopSabre CNC
SABRESHIELD	97725927	12-20-2022			Numerically Automated Cutting Systems, LLC DBA ShopSabre CNC
SHOPMASTER	97725914	12-20-2022			Numerically Automated Cutting Systems, LLC DBA ShopSabre CNC
SHOPSABRE	97725897	12-20-2022			Numerically Automated Cutting Systems, LLC DBA ShopSabre CNC
SABRENATION	97725885	12-20-2022			Numerically Automated Cutting Systems, LLC DBA ShopSabre CNC
	97725866	12-20-2022			Numerically Automated Cutting Systems, LLC DBA ShopSabre CNC
SIDEKICK 8	90275225	10-23-2020	6418740	07-13-2021	Numerically Automated Cutting Systems, LLC DBA ShopSabre CNC

<u>Mark</u>	<u>Serial Number</u>	<u>Filing Date</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Owner</u>
SABRESHIELD	97301013	03-08-2022			James Bombardo dba ShopSabre CNC
DUST DOCK	90275141	10-23-2020	6506189	10-05-2021	Numerically Automated Cutting Systems, LLC DBA ShopSabre CNC
SIDEKICK	90281801	10-27-2020	6559088	11-16-2021	Numerically Automated Cutting Systems, LLC DBA ShopSabre CNC
<b>Sign</b> MASTER	88351877	03-22-2019	5935817	12-17-2019	Numerically Automated Cutting Systems, LLC DBA ShopSabre CNC
<b>Plasma</b> Defense	88303176	02-15-2019	5866635	09-24-2019	Numerically Automated Cutting Systems, LLC DBA ShopSabre CNC
<b>Shop</b> SABRE	78703611	08-30-2005	3126746	08-08-2006	Numerically Automated Cutting Systems, LLC DBA ShopSabre CNC
MR-1	97517301	07-24-2022			Langmuir Systems LLC
ARCFLAT	90321250	11-16-2020	6668283	03-08-2022	Langmuir Systems LLC
CROSSFIRE	87833421	03-14-2018	5589767	10-23-2018	Langmuir Systems LLC