

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM817325

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Grimco Inc.		06/29/2022	Corporation: MISSOURI
Grimco Midwest, LLC		06/29/2022	Limited Liability Company: MISSOURI
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A.		
<b>Street Address:</b>	10 South Dearborn		
<b>Internal Address:</b>	Floor L2, Suite 1L1-0480		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	63127		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 25</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	90555421	DURATEX	
<b>Serial Number:</b>	90555511	DURATEX	
<b>Serial Number:</b>	97452460	HANLEYLED	
<b>Serial Number:</b>	97452392	HANLEYLED	
<b>Registration Number:</b>	5858044	20/20 TWENTY TWENTY COLOR	
<b>Registration Number:</b>	2990148	APEX	
<b>Registration Number:</b>	4971411	ARTISTIC DISPLAYS	
<b>Registration Number:</b>	5000962	ARTISTIC DISPLAYS	
<b>Registration Number:</b>	3572247	BRITELINE	
<b>Registration Number:</b>	6622487	BRITELINE	
<b>Registration Number:</b>	4735003	BRITELINE	
<b>Registration Number:</b>	4334873	DURATEX	
<b>Registration Number:</b>	3648629	EXCELLENCE BEYOND EXPECTATIONS	
<b>Registration Number:</b>	4971409	FORWARD BANNER	
<b>Registration Number:</b>	4971410	FORWARD BANNER	
<b>Registration Number:</b>	6368412	G GRIMCO	
<b>Registration Number:</b>	6298682	GRIMCO	

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Property Type	Number	Word Mark
Registration Number:	6298683	GRIMCO
Registration Number:	5056384	HANLEYLED
Registration Number:	6191550	HANLEYPRO
Registration Number:	4734874	IONPVC
Registration Number:	4995768	IONPVC
Registration Number:	6154221	MAXMETAL
Registration Number:	3494936	MAX-METAL
Registration Number:	3941706	20/20 COLOR

**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:** 3132233051  
**Email:** nlevine@dickinsonwright.com  
**Correspondent Name:** Alexis Havenstein  
**Address Line 1:** 500 Woodward Ave.  
**Address Line 2:** Suite 4000  
**Address Line 4:** Detroit, MICHIGAN 48226

<b>ATTORNEY DOCKET NUMBER:</b>	7-7842
<b>NAME OF SUBMITTER:</b>	Alexis Havenstein
<b>SIGNATURE:</b>	/Alexis Havenstein/
<b>DATE SIGNED:</b>	06/14/2023

**Total Attachments: 12**

- source=4893-8183-2231 v1 Grimco Patent and Trademark Security Agreement (U.S. Loan Parties) [Executed]#page1.tif
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## PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement") is entered into as of into as of June 29, 2022 by and among GRIMCO, INC., a Missouri corporation, GRIMCO MIDWEST, LLC a Nevada limited liability company, GRIMCO INTERNATIONAL, LLC, a Nevada limited liability company, Pioneer Trucking, LLC, a Nevada limited liability company, NHP TRUCKING, LLC, a New Hampshire limited liability company, (each a "Grantor", and collectively, the "Grantors"), and JPMORGAN CHASE BANK, N.A., in its capacity as administrative agent (the "Administrative Agent") for the lenders party to the Credit Agreement referred to below.

### RECITALS

A. The Grantors, the lenders party thereto, and the Administrative Agent have entered into a Credit Agreement dated as of June 29, 2022 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

B. In connection with the Credit Agreement, the Grantors are entering into that certain Pledge and Security Agreement dated as of June 29, 2022 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") with the Administrative Agent. All capitalized terms used but not defined herein shall have the respective meanings ascribed thereto in the Security Agreement.

C. Pursuant to the terms of the Security Agreement, each Grantor pledged, assigned, and granted to the Administrative Agent, on behalf of and for the ratable benefit of the Lenders, a first-priority security interest in substantially all of the assets of such Grantor, including all right, title, and interest of such Grantor in, to, and under all now owned and hereafter acquired Patents, patent applications, patent licenses, Trademarks, trademark applications, trademark licenses, and all products and proceeds thereof, to secure the prompt and complete payment and performance of the Secured Obligations (as defined in the Credit Agreement).

D. Pursuant to the terms of the Security Agreement, the Grantors are required to execute and deliver to the Administrative Agent, for the ratable benefit of the Lenders, this Agreement.

### AGREEMENT

In consideration of the recitals set forth above and the mutual agreements contained herein and in the Credit Agreement and other Loan Documents, each Grantor hereby grants to the Administrative Agent, for the benefit of the Lenders, to secure the Secured Obligations, a continuing security interest in all of such Grantor's right, title, and interest in, to, and under the following, whether now owned by or owing to, or hereafter acquired by or arising in favor of such Grantor (including any trade name or derivations thereof):

- (1) each trademark and trademark application, including without limitation, each trademark and trademark application referred to in Schedule 1 attached hereto, together with any reissues, continuations, or extensions thereof and all goodwill associated therewith;
- (2) all products and proceeds of the foregoing, including without limitation, any claim by the Grantor against third parties for past, present, or future infringement of any trademark, including without limitation, any trademark referred to in Schedule 1 attached hereto and any trademark issued pursuant to a trademark application referred to in Schedule 1 (items 1 through 2 being herein collectively referred to as the "Trademark Collateral");

- (3) each patent and patent application, including without limitation, each patent referred to in Schedule 2 attached hereto, together with any reissues, continuations, or extensions thereof and all goodwill associated therewith; and
- (4) all products and proceeds of the foregoing, including without limitation, any claim by the Grantor against third parties for past, present, or future infringement of any patent, including without limitation, any patent referred to in Schedule 2 attached hereto and any patent issued pursuant to a patent application (items 3 through 4 being herein collectively referred to as the "Patent Collateral").

The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement; provided, however, that nothing in this Agreement shall expand, limit, or otherwise modify the security interests granted in the Security Agreement. Each Grantor acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

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.

This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of New York, but giving effect to federal laws applicable to national banks.

*[Signature pages follow]*

IN WITNESS WHEREOF, the Grantors have executed this Agreement as of the date first set forth above.

**GRANTORS:**

GRIMCO, INC.

By: Keith Pittillo  
Name: Keith Pittillo  
Title: Chief Executive Officer

GRIMCO MIDWEST, LLC

By: Donna Kirtian  
Name: Donna Kirtian  
Title: Chief Financial Officer

GRIMCO INTERNATIONAL, LLC

By: GRIMCO, INC., as Manager  
By: Keith Pittillo  
Name: Keith Pittillo  
Title: Chief Executive Officer

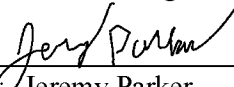
PIONEER TRUCKING, LLC

By: Donna Kirtian  
Name: Donna Kirtian  
Title: Chief Financial Officer

NHP TRUCKING, LLC

By: Donna Kirtian  
Name: Donna Kirtian  
Title: Chief Financial Officer








**JPMORGAN CHASE BANK, N.A.,**  
as Administrative Agent

By:   
Name: Jeremy Parker  
Title: Authorized Officer

**SCHEDULE 1**

**Trademark Applications, Trademarks, and Trademark Licenses**

**TRADEMARKS APPLICATIONS**

<b>Applicant</b>	<b>Trademark</b>	<b>Origin</b>	<b>Serial No.</b>	<b>Filing Date</b>
Grimco, Inc.		EM	18690268	4/22/2022
Grimco, Inc.		UK	UK00003779820	4/21/2022
Grimco, Inc.	BRITELINE	CA	2083648	2/10/2021
Grimco, Inc.	BRITELINE	EM	18690264	4/22/2022
Grimco, Inc.	BRITELINE	UK	UK00003779836	4/21/2022
Grimco, Inc.		CA	2105289	5/6/2021
Grimco, Inc.		CA	2083646	2/10/2021
Grimco, Inc.	DURATEX	US	90555421	3/2/2021
Grimco, Inc.		CA	2083647	2/10/2021
Grimco, Inc.		US	90555511	3/2/2021
Grimco, Inc.		CA	2083649	2/10/2021


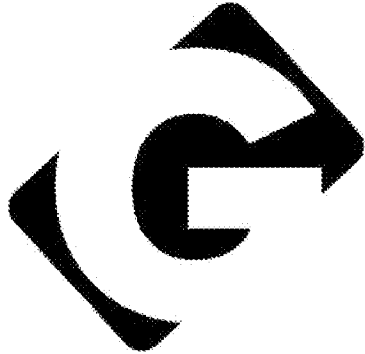




Applicant	Trademark	Origin	Serial No.	Filing Date
Grimco, Inc.		CA	2083645	2/10/2021
Grimco, Inc.		IE	2021/02422	11/22/2021
Grimco, Inc.	GRIMCO	IE	2021/02421	11/22/2021
Grimco, Inc.	<b>GRIMCO</b>	CA	2083650	2/10/2021
Grimco, Inc.	HANLEYLED	CA	2190977	6/9/2022
Grimco, Inc.	HANLEYLED	EM	18690257	4/22/2022
Grimco, Inc.	HANLEYLED	UK	UK00003779851	4/21/2022
Grimco, Inc.	HANLEYLED	US	97452460	6/10/2022
Grimco, Inc.		CA	2190979	6/9/2022
Grimco, Inc.		US	97452392	6/10/2022
Grimco, Inc.	IONPVC	EM	18690267	4/22/2022
Grimco, Inc.	IONPVC	UK	UK00003779816	4/21/2022
Grimco, Inc.	MAXMETAL	EM	18690261	4/22/2022
Grimco, Inc.	MAXMETAL	UK	UK00003779847	4/21/2022
Grimco, Inc.	<b>maxmetal</b>	CA	1946484	2/15/2019


TRADEMARKS

Record Owner	Trademark	Origin	Serial No.	Filing Date	Reg. No.	Reg. Date
Grimco, Inc.	20/20 COLOR	US	77902682	12/30/2009	3941706	4/5/2011
Grimco, Inc.		US	87650087	10/18/2017	5858044	9/10/2019
Grimco, Inc.	APEX	US	76570748	1/20/2004	2990148	8/30/2005
Grimco, Inc.	ARTISTIC DISPLAYS	US	86403113	9/23/2014	4971411	6/7/2016
Grimco, Inc.		US	86405058	9/24/2014	5000962	7/19/2016
Grimco, Inc.	BRITELINE	US	77511536	6/30/2008	3572247	2/10/2009
Grimco, Inc.		US	90691481	5/5/2021	6622487	1/18/2022
Grimco, Inc.		US	86405077	9/24/2014	4735003	5/12/2015
Grimco, Inc.	DURATEX	CA	1672062	4/9/2014	906833	6/19/2015
AGFA CORPORATION	DURATEX	EM	16862369	6/15/2017	16862369	11/27/2019
AGFA	DURATEX	UK	16862369	6/15/2017	UK00916862369	11/27/2019

Record Owner	Trademark	Origin	Serial No.	Filing Date	Reg. No.	Reg. Date
CORPORATION						
Grimco, Inc.	DURATEX	UK	3237622	6/15/2017	3237622	9/29/2017
Grimco, Inc.	DURATEX	US	85738255	9/25/2012	4334873	5/14/2013
Grimco, Inc.		CN	19111689	2/18/2016	19111689	12/28/2017
Grimco, Inc.		CN	19111688	2/18/2016	19111688	12/28/2017
AGFA CORPORATION		EM	16862526	6/15/2017	16862526	11/27/2019
AGFA CORPORATION		UK	16862526	6/15/2017	UK00916862526	11/27/2019
Grimco, Inc.		UK	3237632	6/15/2017	3237632	9/29/2017
Grimco, Inc.	多泰仕  (DURATEX in Chinese characters)	CN	16934043	5/13/2015	16934043	7/14/2016
Grimco, Inc.	多泰仕  (DURATEX in Chinese characters)	CN	16934042	5/13/2015	16934042	7/14/2016
Grimco Midwest, LLC	EXCELLENCE BEYOND EXPECTATIONS	US	77493312	6/6/2008	3648629	6/30/2009
Grimco, Inc.	FORWARD BANNER	US	86403085	9/23/2014	4971409	6/7/2016

Record Owner	Trademark	Origin	Serial No.	Filing Date	Reg. No.	Reg. Date
Grimco, Inc.		US	86403091	9/23/2014	4971410	6/7/2016
Grimco, Inc.		CA	1698731	10/20/2014	925115	1/6/2016
Grimco, Inc.		EM	18642668	1/21/2022	18642668	5/31/2022
Grimco, Inc.		UK	3723562	11/19/2021	UK00003723562	3/11/2022

Record Owner	Trademark	Origin	Serial No.	Filing Date	Reg. No.	Reg. Date
Grimco, Inc.		US	90047905	7/10/2020	6368412	6/1/2021
Grimco, Inc.	GRIMCO	CA	1698729	10/20/2014	921573	11/27/2015
Grimco, Inc.	GRIMCO	EM	18642667	1/21/2022	18642667	5/31/2022
Grimco, Inc.	GRIMCO	UK	3723557	11/19/2021	UK00003723557	3/11/2022
Grimco, Inc.	GRIMCO	US	90047903	7/10/2020	6298682	3/23/2021
Grimco, Inc.	<b>GRIMCO</b>	US	90047908	7/10/2020	6298683	3/23/2021
Grimco, Inc.	HanleyLED	CA	1698737	10/20/2014	1011602	12/20/2018
Grimco, Inc.	HANLEYLED	US	86403123	9/23/2014	5056384	10/4/2016
Grimco, Inc.		CA	1698733	10/20/2014	1012660	1/10/2019
Grimco, Inc.	HANLEYPRO	US	88786461	2/5/2020	6191550	11/3/2020
Grimco, Inc.	IONPVC	US	86403148	9/23/2014	4734874	5/12/2015
Grimco, Inc.		US	86403156	9/23/2014	4995768	7/12/2016
Grimco, Inc.	MAXMETAL	US	88301307	2/14/2019	6154221	9/15/2020
Grimco, Inc.	MAX-METAL	CA	1698738	10/20/2014	1012661	1/10/2019
Grimco, Inc.	MAX-METAL	US	77252715	8/10/2007	3494936	9/2/2008

Record Owner	Trademark	Origin	Serial No.	Filing Date	Reg. No.	Reg. Date
Grimco, Inc.		CA	1698742	10/20/2014	1012618	1/10/2019

**SCHEDULE 2**

**Patent Applications, Patents, and Patent Licenses**

None.