

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM818654

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Accelevation LLC		06/16/2023	Limited Liability Company: OHIO
LVT LLC		06/16/2023	Limited Liability Company: UTAH
Workplace Modular Systems, LLC		06/16/2023	Limited Liability Company: DELAWARE
Instor Solutions, Inc.		06/16/2023	Corporation: CALIFORNIA

RECEIVING PARTY DATA

Name:	Centerfield Capital Partners V, L.P., as Administrative Agent
Street Address:	10 West Market Tower, Suite 3030
City:	Indianapolis
State/Country:	INDIANA
Postal Code:	46204
Entity Type:	Limited Partnership: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Serial Number:	97318600	SKYLAB
Registration Number:	6369457	ACCELEVATION
Registration Number:	6808384	CONATECH
Registration Number:	6840237	DIRECT DRIVE
Registration Number:	3237852	THE RESULT IS QUALITY
Registration Number:	2806024	WORKPLACE
Registration Number:	2984874	WORKPLACE
Registration Number:	5359129	INSTOR

CORRESPONDENCE DATA

Fax Number: 6142243246

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: 614-462-1093

Email: ipdocketcolumbus@icemiller.com

OP \$215.00 97318600

Correspondent Name: Ice Miller LLP
Address Line 1: One American Square Suite 2900
Address Line 4: Indianapolis, INDIANA 46282

NAME OF SUBMITTER: Barbara Bacon

SIGNATURE: /Barbara Bacon/

DATE SIGNED: 06/20/2023

Total Attachments: 7

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THIS INSTRUMENT AND THE RIGHTS AND OBLIGATIONS EVIDENCED HEREBY ARE SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN SUBORDINATION AND INTERCREDITOR AGREEMENT (THE “SUBORDINATION AGREEMENT”) BY AND AMONG CENTERFIELD CAPITAL PARTNERS V, L.P., AS SUBORDINATED AGENT, THE BORROWERS, AND ABACUS FINANCE GROUP, LLC, AS SENIOR AGENT, TO THE INDEBTEDNESS (INCLUDING INTEREST) OWED BY THE BORROWERS PURSUANT TO THAT CERTAIN CREDIT AGREEMENT DATED AS OF DECEMBER 16, 2022, BY AND AMONG THE BORROWERS, SENIOR AGENT AND THE LENDERS FROM TIME TO TIME PARTY THERETO, AS SUCH CREDIT AGREEMENT HAS BEEN AND HEREAFTER MAY BE AMENDED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME (THE “SENIOR CREDIT AGREEMENT”), AND TO INDEBTEDNESS REFINANCING THE INDEBTEDNESS UNDER THE SENIOR CREDIT AGREEMENT AS PERMITTED BY THE SUBORDINATION AGREEMENT; AND EACH HOLDER OF THIS INSTRUMENT, BY ITS ACCEPTANCE HEREOF, IRREVOCABLY AGREES TO BE BOUND BY THE PROVISIONS OF THE SUBORDINATION AGREEMENT.

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of June 16, 2023, is made by ACCELEVATION LLC, an Ohio limited liability company (“ACCELEVATION”), LVT LLC, a Utah limited liability company (“LVT”), WORKPLACE MODULAR SYSTEMS, LLC, a Delaware limited liability company (“WORKPLACE”), and INSTOR SOLUTIONS, INC., a California corporation (“INSTOR”; and together with ACCELEVATION, LVT, and WORKPLACE, the “Grantors” and each individually, a “Grantor”), in favor of CENTERFIELD CAPITAL PARTNERS V, L.P., a Delaware limited partnership, in its capacity as the administrative agent for the Subordinated Lenders (as defined below) party to the Subordinated Loan Agreement referred to below (in such capacity, the “Subordinated Agent”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Senior Subordinated Loan Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time) (the “Subordinated Loan Agreement”), by and among Accelelevation Holding Company, LLC, a Delaware limited liability company (“Holdings”), Accelelevation Blocker, Inc., a Delaware corporation (“Accelelevation Blocker”), Accelelevation LLC, an Ohio limited liability company (“Accelelevation”), Coach Tool & Die, LLC, an Ohio limited liability company (“Coach Tool”), SETCo Tool LLC, an Ohio limited liability company (“SETCo”), Revolution Iron Works, LLC, an Ohio limited liability company (“Revolution”), Conatech, LLC, an Ohio limited liability company (“Conatech”), LVT LLC, a Utah limited liability company (“LVT”), Workplace Modular Systems, LLC, a Delaware limited liability company (“WMS”), Instor Solutions, Inc., a California corporation (“Instor Solutions” and, together with Holdings, Accelelevation Blocker, Accelelevation, Coach Tool, SETCo, Revolution, Conatech, LVT and WMS, collectively, the “Borrowers”), the financial institutions party thereto from time to time (“Lenders”), and Centerfield Capital Partners V, L.P., a Delaware limited partnership, as administrative agent for the Lenders (in such capacity, “Agent”), the Lenders have agreed to extend credit and make certain financial accommodations to Borrowers. Unless otherwise specified herein, capitalized terms used herein without definition shall have the meanings ascribed to them in the Subordinated Loan Agreement;

WHEREAS, in connection with the Subordinated Loan Agreement, Borrowers, and other grantors from time to time party thereto, and the Subordinated Agent have entered into that certain Guarantee and Collateral Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”); and

WHEREAS, pursuant to the Subordinated Loan Agreement and the Guarantee and Collateral Agreement, Grantors are required to execute and deliver to the Subordinated Agent, for the ratable benefit of the Secured Parties, this Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Guarantee and Collateral Agreement or, if not otherwise defined in the Guarantee and Collateral Agreement, the Subordinated Loan Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby pledges, assigns and grants to the Subordinated Agent, on behalf of and for the ratable benefit of the Secured Parties, and their respective permitted successors, indorsees, transferees and assigns, a continuing security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

2.1. all of its Trademarks, including those referred to on Schedule I hereto, excluding only United States intent-to-use trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such intent-to-use applications;

2.2. all extensions and renewals of the foregoing;

2.3. all goodwill connected with the use of, and symbolized by, each such Trademark;

2.4. all rights of any kind whatsoever of each Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

2.5. any and all royalties, fees, income, payments, products and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

2.6. any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

3. GUARANTEE AND COLLATERAL AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Subordinated Agent, for the ratable benefit of the Secured Parties, pursuant to the Guarantee and Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Subordinated Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of a conflict between the provisions of this Agreement and the Guarantee and Collateral Agreement, the Guarantee and Collateral Agreement shall control. This

Agreement shall constitute a Collateral Document and a Loan Document (as such terms are defined in the Subordinated Loan Agreement).

4. AMENDMENTS IN WRITING. None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except by an instrument in writing signed by the Subordinated Agent and Grantors.

5. GOVERNING LAW. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed in accordance with, the laws of the State of Indiana.

6. COUNTERPARTS. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement. Receipt by telecopy or other electronic transmission (including "PDF") of any executed signature page to this Agreement shall constitute effective delivery of such signature page.

7. TERMINATION. Upon the termination of the Guarantee and Collateral Agreement pursuant to Section 8.17 thereof, upon written request of Grantors, and at the expense of Grantors, the Subordinated Agent shall execute, acknowledge, and deliver to Grantors an instrument in writing in recordable form, and in form and substance reasonably acceptable to the Subordinated Agent, releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Agreement.

[Remainder of this page intentionally left blank]

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

GRANTORS:

ACCELEVATION LLC, an Ohio limited liability company

LVT LLC, a Utah limited liability company

WORKPLACE MODULAR SYSTEMS, LLC, a Delaware limited liability company

INSTOR SOLUTIONS, INC., a California corporation

By: _____

Name: Daniel A. Shockley

Title: Vice President and Treasurer

[Signature Page to Trademark Security Agreement – Accelevation and Subsidiaries]

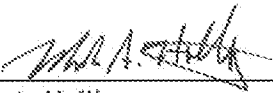
TRADEMARK
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ADMINISTRATIVE AGENT:

CENTERFIELD CAPITAL PARTNERS V, L.P., as
Subordinated Agent

By: Centerfield Capital Partners V, LLC
Its: General Partner

By: Centerfield Management V, Inc.
Its: Manager

By:  _____
Name: Mark A. Hollis
Title: Vice President and Secretary

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARKS

Mark	Jurisdiction	Current Owner	Ser. No. Filing Date	Reg. No. Reg. Date	Status
SKYLAB	United States	LVT LLC	97318600 3/18/2022	N/A	Pending
ACCELEVATION	United States	Accelivation LLC	90185116 9/16/2020	6369457 6/1/2021	Registered
CONATECH	United States	Accelivation LLC	90838159 7/20/2021	6808384 8/2/2022	Registered
DIRECT DRIVE	United States	Workplace Modular Systems, LLC	90/284,685 10/28/2020	6,840,237 09/06/2022	Registered
THE RESULT IS QUALITY	United States	Workplace Modular Systems, LLC	78/161,560 09/06/2002	3,237,852 05/01/2007	Registered
WORKPLACE	United States	Workplace Modular Systems, LLC	75/437,636 02/20/1998	2,806,024 01/20/2004	Registered
WORKPLACE	United States	Workplace Modular Systems, LLC	78/117,921 03/27/2002	2,984,874 08/16/2005	Registered
INSTOR	United States	Instor Solutions, Inc.	87/443,245 05/09/2017	5,359,129 12/19/2017	Registered
WORKPLACE	Canada	Workplace Modular Systems, LLC	1164285 01/09/2003	TMA621983 10/06/2004	Registered
WORKPLACE	Canada	Workplace Modular Systems, LLC	0879377 05/25/1998	TMA565288 07/26/2002	Registered

DIRECT DRIVE	Mexico	Workplace Modular Systems, LLC	M2578760 04/24/2021	1600565 04/23/2021	Registered
DIRECT DRIVE	WIPO Designations: Canada, Mexico	Workplace Modular Systems, LLC	1600565 04/24/2021	1600565 04/23/2021	Registered
DIRECT DRIVE	Canada	Workplace Modular Systems, LLC	2119334		Pending
INSTOR	European Union	Instor Solutions, Inc.	1389018	1389018 10/26/2017	Registered

TRADEMARK

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RECORDED: 06/20/2023