

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM823865

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Skyline Tent Company		07/07/2023	Corporation: DELAWARE
CE Rental, Inc.		07/07/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Fifth Third Bank, National Association		
Street Address:	38 Fountain Square Plaza		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45263		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	3992036	DISTINCTIVE EVENT RENTALS	
Registration Number:	5598863	SKYLINE TENT COMPANY	
Registration Number:	5598862	SKYLINE TENT COMPANY	
Serial Number:	97571606	CURATED EVENTS	
Serial Number:	97571586	CE CURATED EVENTS SERVICE · SELECTION ·	
Serial Number:	97582949	CURATED EVENTS SERVICE . SELECTION . STY	
Serial Number:	97582994	CURATED EVENTS SERVICE SELECTION STYLE D	
Serial Number:	97583005	CE CURATED EVENTS	
CORRESPONDENCE DATA			
Fax Number:	6175236850		
<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:	617-523-2700		
Email:	susan.dinicola@hklaw.com, lauren.neville@hklaw.com		
Correspondent Name:	Holland & Knight LLP		
Address Line 1:	10 St. James Avenue		
Address Line 4:	Boston, MASSACHUSETTS 02116		
NAME OF SUBMITTER:	Susan C DiNicola		

OP \$215.00 3992036

SIGNATURE:	/Susan C. DiNicola/
DATE SIGNED:	07/12/2023
Total Attachments: 8 source=15. Fifth Third-Curated Events - Trademark Security Agreement#page1.tif source=15. Fifth Third-Curated Events - Trademark Security Agreement#page2.tif source=15. Fifth Third-Curated Events - Trademark Security Agreement#page3.tif source=15. Fifth Third-Curated Events - Trademark Security Agreement#page4.tif source=15. Fifth Third-Curated Events - Trademark Security Agreement#page5.tif source=15. Fifth Third-Curated Events - Trademark Security Agreement#page6.tif source=15. Fifth Third-Curated Events - Trademark Security Agreement#page7.tif source=15. Fifth Third-Curated Events - Trademark Security Agreement#page8.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") made as of July 7, 2023, by CE RENTAL, INC., a Delaware corporation ("CE Rental"), and SKYLINE TENT COMPANY, a Delaware corporation ("Skyline", and together with CE Rental, jointly and severally, "Grantors"), in favor of FIFTH THIRD BANK, NATIONAL ASSOCIATION, a national banking association in its capacity as Agent under the Credit Agreement described below ("Agent").

W I T N E S S E T H

WHEREAS, CE Rental, as a borrower ("Borrower"), Skyline, the other Loan Parties from time to time party thereto, Agent and Lenders have entered into a certain Credit Agreement dated as of the date hereof (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Borrower by Agent and Lenders, subject to the terms and conditions set forth therein;

WHEREAS, in order to induce Agent and Lenders to make and continue to make the loans and other financial accommodations provided for in the Credit Agreement and in consideration of the foregoing and for other good and valuable consideration, Grantors, certain affiliates of Grantors and Agent have entered into a certain Guaranty and Security Agreement dated as of the date hereof (as the same may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"); and

WHEREAS, pursuant to the terms of the Security Agreement, Grantors have granted to Agent, for its benefit and the benefit of the Lenders, a security interest in substantially all of the assets of Grantors, including all right, title and interest of Grantors in, to and under all now owned and hereafter acquired or arising (collectively, "Trademarks", but excluding, in any event, Excluded Property): (a) trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith (other than "intent to use" applications until a verified statement of use or an amendment to alleged use is filed with respect to such applications); (b) all renewals thereof; (c) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing, under licenses of any of the foregoing, or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing; (d) the right to sue for past, present and future infringements of any of the foregoing; (e) all rights corresponding to any of the foregoing throughout the world; and (f) all goodwill associated with and symbolized by any of the foregoing, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantors under the Credit Agreement and the other Loan Documents;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantors agree as follows:

1. Incorporation of Security Agreement. The Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement and if not, in the Credit Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Obligations, Grantors hereby grant to Agent, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantors' entire right, title and interest in and to the following, whether now owned or existing or hereafter created or acquired:

a) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

b) all products and proceeds of the foregoing, including without limitation, any claim by Grantors against third parties for past, present or future (i) infringement or dilution of any Trademark, or (ii) injury to the goodwill associated with any Trademark.

Notwithstanding anything herein to the contrary, the Trademark shall exclude any Excluded Property and the security interests granted under this Agreement shall not extend to any Excluded Property.

3. Warranties and Representations. Grantors warrant and represent to Agent and Lenders that:

a) except as otherwise disclosed or permitted in the Security Agreement, Grantors are the sole and exclusive owner of, or have the right to use, free from any Liens or other restrictions, claims, rights, encumbrances, licenses, covenants not to sue or burdens (other than Permitted Liens), each Trademark;

b) As of the date hereof, Grantors have no notice of any suits or actions commenced or threatened with reference to any Trademark, except as could not reasonably be expected to have a Material Adverse Effect; and

c) Grantors have the corporate power and authority to execute and deliver this Agreement and perform its terms.

4. New Trademarks. Grantors represent and warrant that the Trademarks listed on Schedule 1 constitute all of the federally registered Trademarks and applications therefor now owned by Grantors as of the date hereof. If, before Payment in Full of Grantors' Obligations, Grantors shall become aware of any existing federally registered Trademarks, which do not constitute Excluded Property owned by Grantors, of which Grantors have not previously informed Agent in accordance with the terms of the Security Agreement, the provisions of this Agreement shall automatically apply thereto and Grantors shall give to Agent prompt written notice thereof. Grantors hereby authorize Agent to modify this Agreement by amending Schedule 1 to include any such Trademarks.

5. Duties of Grantors. Grantors shall ensure that any material Trademarks are and remain enforceable. Any expenses incurred in connection with Grantors' obligations under this Section 5 shall be borne by Grantors.

6. Agent's Right to Sue. After the occurrence and during the continuance of an Event of Default, Agent shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and, if Agent shall commence any such suit, Grantors shall, at the request of Agent, do any and all lawful acts and execute any and all proper documents reasonably required by Agent in aid of such enforcement and Grantors shall promptly reimburse and indemnify Agent for all reasonable out-of-pocket costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) incurred by Agent in the exercise of its rights under this Section 6.

7. Cumulative Remedies; Power of Attorney. All of Agent's rights and remedies with respect to the Trademarks, whether established hereby or by the Security Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Grantors hereby authorize Agent upon the occurrence and during the continuance of an Event of Default beyond any applicable cure period to make, constitute and appoint any officer or agent of Agent as Agent may select, in its sole discretion, as Grantors' true and lawful attorney-in-fact, with power to (i) endorse Grantors' name on all applications, documents, papers and instruments necessary or desirable for Agent in the use of the Trademarks or (ii) take any other actions with respect to the Trademarks as Agent deems to be in the best interest of Agent and Lenders, or (iii) grant or issue any exclusive or non-exclusive license under the Trademarks to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone. Grantors hereby ratify all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until Payment in Full. Grantors acknowledge and agree that this Agreement is not intended to limit or restrict in any way the rights and remedies of Agent and Lenders under the Security Agreement, but rather is intended to facilitate the exercise of such rights and remedies. Agent shall have in addition to all other rights and remedies given to it by the terms of this Agreement and the Security Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in New York. Grantors hereby further acknowledge and agree that the use by Grantors of the Trademarks shall be worldwide, except as limited by their terms, and without any liability for royalties or related charges from Agent to Grantors.

8. Release. If any of the Trademark shall be sold, transferred or otherwise disposed of by Grantors to a Person that is not a Loan Party in a transaction expressly permitted by the Credit Agreement, such Trademark shall be automatically released from the Liens created hereby, and Agent, at the request and sole expense of Grantors and following receipt of a certificate of Responsible Officer of Grantors certifying as to such sale, transfer or other disposition of property having been made in compliance with the Credit Agreement, shall execute and deliver to Grantors all releases or other documents reasonably necessary or desirable for the release of the Liens created hereby on the Trademark.

9. Governing Law. THIS SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE

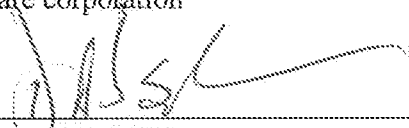
OF NEW YORK, INCLUDING FOR SUCH PURPOSES SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK.

10. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but such counterparts shall together constitute but one and the same agreement.

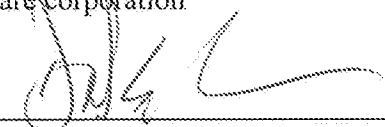
[signature page follows]

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

CE RENTAL, INC.,
a Delaware corporation

By: 
Name: David S. Williams
Title: President

SKYLINE TENT COMPANY,
a Delaware corporation

By: 
Name: David S. Williams
Title: President

Agreed and Accepted
As of the Date First Written Above

**FIFTH THIRD BANK, NATIONAL
ASSOCIATION**

By: 



Name: Steven Slee

Its: Senior Vice President

SCHEDULE 1

TRADEMARKS

OWNER	JURISDICTION	MARK	SERIAL NUMBER	APPLICATION/REGISTRATION NUMBER	APPLICATION/REGISTRATION DATE	INTERNATIONAL APPLICATION/REGISTRATION NUMBER	INTERNATIONAL APPLICATION/REGISTRATION DATE	STATUS
CE Rental, Inc.	U.S.	DISTINCTIVE EVENT RENTALS	85023764	Registration Number: 3,992,036	Registration Date: 7/12/2011	N/A	N/A	Registered
CE Rental, Inc.	U.S.; European Union	CURATED EVENTS	97571606	Application Number: 97/571,606	Application Date: 8/30/2022	Registration Number: 1723291	Registration Date: 2/27/2023	Registered
CE Rental, Inc.	U.S.	CE CURATED EVENTS SERVICE SELECTION . STYLE . DELIVERED CURATED EVENTS	97571586	Application Number: 97/571,586	Application Date: 8/30/2022	N/A	N/A	Registered
CE Rental, Inc.	U.S.; European Union	CURATED EVENTS SERVICE . ELECTION . STYLE . DELIVERED CURATED EVENTS <small>SERVICE SELECTION . STYLE . DELIVERED</small>	97582949	Application Number: 97/582,949	Application Date: 9/8/2022	Application Number: 1739273	Application Date: 2/27/2023	Registered
CE Rental, Inc.	U.S.; European Union	CURATED EVENTS SERVICE SELECTION STYLE DELIVERED CURATED EVENTS	97582994	Application Number: 97/582,994	Application Date: 9/8/2022	Application Number: 1739271	Application Date: 2/27/2023	Registered
CE Rental, Inc.	U.S.; European Union	CE CURATED EVENTS CURATED EVENTS	97583005	Application Number: 97/583,005	Application Date: 9/8/2022	Application Number: 1739274	Application Date: 2/27/2023	Registered

OWNER	JURISDICTION	MARK	SERIAL NUMBER	APPLICATION/REGISTRATION NUMBER	APPLICATION/REGISTRATION DATE	INTERNATIONAL APPLICATION/REGISTRATION NUMBER	INTERNATIONAL APPLICATION/REGISTRATION DATE	STATUS
CE Rental, Inc.	N/A		N/A	N/A	N/A	N/A	N/A	Unregistered (Common Law trademark)
Skyline Tent Company	U.S.	SKYLINE TENT COMPANY	87667756	Registration Number: 5,598,863	Registration Date: 11/6/2018	N/A	N/A	Registered
Skyline Tent Company	U.S.		87667742	Registration Number: 5,598,862	Registration Date: 11/6/2018	N/A	N/A	Registered

TRADEMARK

REEL: 008133 FRAME: 0346