

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM829188

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Presence From Innovation, LLC		08/03/2023	Limited Liability Company: MISSOURI
RECEIVING PARTY DATA			
Name:	CIBC Bank USA		
Street Address:	120 S. LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	banking corporation: ILLINOIS		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	2815410	VERSA TOWER	
Registration Number:	2021993	SUPERGLIDE	
Registration Number:	2007677	SPACEMAKER	
Registration Number:	1641297	NOSTALGIA COOLER	
Registration Number:	1584708	ICEMAN	
Registration Number:	1443222		
Registration Number:	1296347	SHOWOFF	
Registration Number:	1235730	COOL GLIDE	
Registration Number:	1357427	THE ORGANIZER	
Registration Number:	1194354	ULTRA-GLIDE	
Registration Number:	1193643	ULTRA-GLIDE	
Registration Number:	1136211	POWER TOWER	
Registration Number:	4168940	ECO-GLIDE	
Registration Number:	4965037	THE INTELLI-GLIDE SYSTEM	
CORRESPONDENCE DATA			
Fax Number:	3124607000		
<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>			

CH \$365.00 2815410

Phone: 312-460-5000
Email: slott@seyfarth.com
Correspondent Name: Stephen D. Lott
Address Line 1: 233 S. Wacker Drive
Address Line 2: Suite 8000
Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER: 058550-000249

NAME OF SUBMITTER: Stephen D. Lott

SIGNATURE: /Stephen D. Lott/

DATE SIGNED: 08/03/2023

Total Attachments: 7

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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of August 3, 2023, is by Presence From Innovation, LLC, a Missouri limited liability company (the “Grantor”), in favor of CIBC BANK USA, in its capacity as administrative agent for the Lenders (in such capacity, the “Administrative Agent”).

RECITALS

A. The Grantor, PFI INTERMEDIATE, INC., a Delaware corporation (“Parent Guarantor”), PFI PURCHASER, INC., a Delaware corporation (“Initial Borrower”), and upon consummation of the PFI Acquisition, PFI HOLDING COMPANY, LLC, a Missouri limited liability company (“PFI Holding”), EXACTEC, LLC, a Missouri limited liability company (“Exactec”), BUTLER MERCHANDISING SOLUTIONS, LLC, a Missouri limited liability company (“Butler”) and JAHABOW, LLC, a Missouri limited liability company (“Jahabow”; and together with PFI Holding, Exactec, Grantor and Butler, individually or together, as the context requires, the “Company”) (Initial Borrower and the Company, individually and collectively, the “Borrowers” and each a “Borrower”), have entered into that certain Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) with various financial institutions and the Administrative Agent, pursuant to which such financial institutions have agreed to make loans to, and issue or participate in letters of credit for the account of, Grantor and certain of its affiliates.

B. The Grantor, Parent Guarantor and each other Borrower have entered into that certain Guaranty and Collateral Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Collateral Agreement”) with the Administrative Agent pursuant to which certain obligations owed to the Lenders are secured.

C. As a condition to the closing of the transactions referenced in the Credit Agreement, the Grantor is required to enter into this Agreement in favor of the Administrative Agent.

D. Pursuant to the terms of the Guaranty and Collateral Agreement, Grantor has granted to the Administrative Agent, for the benefit of the Lenders, a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired Patents, Patent Licenses, Trademarks, and Trademark Licenses (except to the extent constituting Excluded Collateral), and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantor under the Credit Agreement and the Guaranty and Collateral Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement, the Grantor does hereby grant to the Administrative Agent, for the benefit of the Lenders, a continuing security interest in all of Grantor’s right, title and interest in, to and under the following (except to the extent constituting Excluded Collateral), whether presently existing or hereafter created or acquired:

- (1) each Trademark and Trademark application, including, without limitation, each Trademark and Trademark application referred to in Schedule 1 annexed hereto,

together with any reissues, continuations or extensions thereof and all goodwill associated therewith;

- (2) each Trademark License, including, without limitation, each Trademark License listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;
- (3) 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 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the “Trademark Collateral”);
- (4) each Patent and Patent application, including, without limitation, each Patent and Patent application referred to in Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (5) each Patent License, including, without limitation, each Patent License listed on Schedule 2 annexed hereto, together with all goodwill associated therewith; and
- (6) 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 annexed hereto, any Patent issued pursuant to a Patent application referred to in Schedule 2 and any Patent licensed under any Patent License listed on Schedule 2 annexed hereto (items 4 through 6 being herein collectively referred to as the “Patent Collateral”).

This security interest is granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Guaranty and Collateral Agreement. The Grantor hereby 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 Guaranty and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used herein but not defined herein shall have the respective meaning ascribed thereto in the Guaranty and Collateral Agreement.

[SIGNATURE PAGE FOLLOWS]

The Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

PRESENCE FROM INNOVATION, LLC

By:  _____

Name: John Dolan

Title: Chief Executive Officer

[Signature Page to Patent and Trademark Security Agreement]

ACKNOWLEDGED:


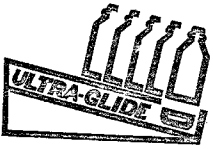
CIBC BANK USA
as Administrative Agent

By: Matthew Berman
Name: Matthew Berman
Its: Managing Director

SCHEDULE 1
to
PATENT AND TRADEMARK SECURITY AGREEMENT

Trademarks, Trademark Applications and Trademark Licenses

U.S. Trademark Registrations

Trademark	Registered Owner	Registration Number	Registration Date
VERSA TOWER	Presence From Innovation, LLC	2815410	February 14, 2004
SUPERGLIDE	Presence From Innovation, LLC	2021993	December 10, 1996
SPACEMAKER	Presence From Innovation, LLC	2007677	October 15, 1996
NOSTALGIA COOLER	Presence From Innovation, LLC	1641297	April 16, 1991
ICEMAN	Presence From Innovation, LLC	1584708	February 27, 1990
	Presence From Innovation, LLC	1443222	June 16, 1987
SHOWOFF	Presence From Innovation, LLC	1296347	September 18, 1984
COOL GLIDE	Presence From Innovation, LLC	1235730	April 26, 1983
THE ORGANIZER	Presence From Innovation, LLC	1357427	August 27, 1985
ULTRA-GLIDE	Presence From Innovation, LLC	1194354	April 27, 1982
	Presence From Innovation, LLC	1193643	April 13, 19821

POWER TOWER	Presence From Innovation, LLC	1136211	May 27, 1980
ECO-GLIDE	Presence From Innovation, LLC	4168940	July 3, 2012
THE INTELLI-GLIDE SYSTEM	Presence From Innovation, LLC	4965037	May 24, 2016

U.S. Trademark Applications

None.

Trademark Licenses

None.

SCHEDULE 2
to
PATENT AND TRADEMARK SECURITY AGREEMENT

Patents, Patent Applications and Patent Licenses

U.S. Patent Registrations

Title	Serial #	Registration Date	Patent #	Registered Owner	Status
PRODUCT MERCHANDISING SYSTEM FOR WALK-IN DISPLAY COOLERS AND THE LIKE	12/259,882	September 20, 2011	8,020,714	Presence From Innovation, LLC	ISSUED
GLIDE SYSTEM WITH ADJUSTABLE DIVIDERS AND MODULAR FLOOR MEMBERS	12/418,468	September, 13, 2011	8,016,139	Presence From Innovation, LLC	ISSUED
PRODUCT MERCHANDISING SYSTEM	14/305,486	January 9, 2018	9,861,211	Presence From Innovation, LLC	ISSUED
PRODUCT MERCHANDISING SYSTEM	15/827,738	October 23, 2018	10,104,985	Presence From Innovation, LLC	ISSUED
PRODUCT MERCHANDISING SYSTEM	15/827,895	October 16, 2018	10,098,478	Presence From Innovation, LLC	ISSUED
ADJUSTABLE ULTRA GLIDE	N/A	N/A	N/A	N/A	PROPOSED
TDL PRODUCTION PROCESS	N/A	N/A	N/A	N/A	PROPOSED

U.S. Patent Applications

Title	Patent Application No.	Filing Date	Status
SELF-STOCKING UNIT	18/166,319	02/08/2023	FILED

Patent Licenses

None.