

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM835282

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Garner Industries, LLC		07/28/2023	Limited Liability Company: NEBRASKA
RECEIVING PARTY DATA			
Name:	First National Bank Of Omaha		
Street Address:	1601 Capitol Avenue		
City:	Omaha		
State/Country:	NEBRASKA		
Postal Code:	68102		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	5399173	BINVENTORY	
Registration Number:	5946190	RESINVIEW	
Registration Number:	5970740	FEEDVIEW	
Registration Number:	5984489	BINCLOUD	
Registration Number:	4969367	BINVIEW	
Registration Number:	6154734	PITVIEW	
Registration Number:	5095965	BINVENTORY	
Registration Number:	6357555	CEMENTVIEW	
Registration Number:	3304229	EBOB	
Registration Number:	6609041	PROPANEVIEW	
Registration Number:	3494268	SMARTBOB	
Registration Number:	6851328	AGRIVIEW	
Registration Number:	6852399	BINCLOUD	
Registration Number:	6925000	GARNER INDUSTRIES	
Registration Number:	6924999	GARNER	
Registration Number:	3629392	BINMASTER	
CORRESPONDENCE DATA			
Fax Number:	4023410216		

OP \$415.00 5399173

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: 4023413070
Email: trademark@mcgrathnorth.com
Correspondent Name: Luke C. Holst
Address Line 1: 1601 Dodge St., Suite 3700
Address Line 4: Omaha, NEBRASKA 68102

NAME OF SUBMITTER:	Luke C. Holst
SIGNATURE:	/Luke C. Holst/
DATE SIGNED:	08/29/2023

Total Attachments: 6
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GRANT OF SECURITY INTEREST (TRADEMARKS)

THIS GRANT OF SECURITY INTEREST (TRADEMARKS) (as the same may from time to time be amended, restated, modified or otherwise supplemented, the "Agreement"), dated July 28, 2023, is by GARNER INDUSTRIES, LLC, a Nebraska limited liability company (together with its successors and assigns, the "Grantor"), in favor of FIRST NATIONAL BANK OF OMAHA, a national banking association (together with its successors and assigns, the "Secured Party"). All capitalized terms used herein without definitions shall have the respective meanings provided therefor in the Credit Agreement (as defined below).

WHEREAS, Grantor, Garner Industries Intermediate LLC, a Delaware limited liability company ("Garner Intermediate", and together with Grantor, the "Borrower"), and Secured Party have entered into that certain Credit Agreement dated of even date herewith (as the same may from time to time be amended, restated, modified or otherwise supplemented, the "Credit Agreement"), pursuant to which Secured Party, subject to the terms and conditions contained therein, has agreed to make loans to Borrower;

WHEREAS, it is a condition precedent to Secured Party making the loans to Borrower under the Credit Agreement that Grantor execute and deliver to Secured Party a security agreement in substantially the form hereof;

WHEREAS, Grantor has adopted, used and are using the trademarks, more particularly described on Schedules 1-A and 1-B attached hereto and made a part hereof, which trademarks are registered or subject to an application for registration in the United States Patent and Trademark Office (collectively, the "Trademarks");

WHEREAS, Borrower and Secured Party have entered into a Security Agreement dated of even date herewith (as the same may from time to time be amended, restated, modified or otherwise supplemented, the "Security Agreement"); and

WHEREAS, Pursuant to the Security Agreement, Grantor has granted to Secured Party a security interest in all right, title and interest of Grantor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the customer lists and records related to the Trademarks and the applications and registrations thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the prompt payment, performance and observance of the Obligations.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby further pledge and grant to Secured Party a security interest in and to all of the right, title, and interest of Grantor in, to, and under the following Collateral:

(a) the Trademarks, together with the goodwill connected with the use of and symbolized thereby, and all extensions and renewals thereof, excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment, or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

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

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) 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.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Grant of Security Interest (Trademarks) upon request by Secured Party.

Secured Party's address is:


First National Bank of Omaha
1620 Dodge Street, Stop 1066
Omaha, Nebraska 68197
Attention: Matthew Meyer
Miles Anderson
E-Mail: matthewmeyer@fnni.com
milesanderson@fnni.com

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor has executed this Agreement as of the day and year first above written.

GRANTOR:

GARNER INDUSTRIES, LLC

By: 

Name: Adam Reeves
Title: Vice President

[Signature Page to Grant of Security Interest (Trademarks)]

SCHEDULE 1-A

Trademarks

Mark	Country	Application No.	Registration No.
BINVENTORY	United States (USPTO)	87256920	Registration No.: 5399173
RESINVIEW	United States (USPTO)	88356404	Registration No.: 5946190
FEEDVIEW	United States (USPTO)	88274306	Registration No.: 5970740
BINCLOUD	United States (USPTO)	88583703	Registration No.: 5984489
BINVIEW	United States (USPTO)	86339026	Registration No.: 4969367
PITVIEW	United States (USPTO)	88536985	Registration No.: 6154734
BINVENTORY	United States (USPTO)	86404513	Registration No.: 5095965
CEMENTVIEW	United States (USPTO)	88925390	Registration No.: 6357555
EBOB	United States (USPTO)	78771408	Registration No.: 3304229
PROPANEVIEW	United States (USPTO)	88784171	Registration No.: 6609041
SMARTBOB	United States (USPTO)	77300833	Registration No.: 3494268
AGRIVIEW	United States (USPTO)	90901500	Registration No.: 6851328
BINCLOUD	United States (USPTO)	97121787	Registration No.: 6852399
GARNER INDUSTRIES	United States (USPTO)	97400628	Registration No.: 6925000
GARNER	United States (USPTO)	97400626	Registration No.:

			6924999
BINMASTER	United States (USPTO)	77300810	Registration No.: 3629392

SCHEDULE 1-B

Trademark Applications

None.