

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM840025

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Marshall Excelsior Co.		09/15/2023	Corporation: MICHIGAN
RECEIVING PARTY DATA			
Name:	Apogem Capital LLC, as Agent		
Street Address:	227 W. Monroe Street, Suite 5400		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6768927	EXCELA-WYND	
CORRESPONDENCE DATA			
Fax Number:	3128637867		
<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:	3128637267		
Email:	jaclyn.di.grande@goldbergkohn.com		
Correspondent Name:	Jaclyn Di Grande - Paralegal		
Address Line 1:	Goldberg Kohn Ltd.		
Address Line 2:	55 E Monroe St., Ste 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	4975.363		
NAME OF SUBMITTER:	Jaclyn Di Grande		
SIGNATURE:	/jaclyn di grande/		
DATE SIGNED:	09/18/2023		
Total Attachments: 5			
source=Marshall - Second Amendment to Trademark Security Agreement#page1.tif			
source=Marshall - Second Amendment to Trademark Security Agreement#page2.tif			
source=Marshall - Second Amendment to Trademark Security Agreement#page3.tif			
source=Marshall - Second Amendment to Trademark Security Agreement#page4.tif			

OP \$40.00 6768927

SECOND AMENDMENT TO TRADEMARK SECURITY AGREEMENT

SECOND AMENDMENT TO TRADEMARK SECURITY AGREEMENT (this "Amendment"), dated as of September 15, 2023, by MARSHALL EXCELSIOR CO., a Michigan corporation ("Grantor"), in favor of APOGEM CAPITAL LLC (successor agent to MADISON CAPITAL FUNDING LLC), in its capacity as agent ("Agent") for Lenders (as hereinafter defined).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of March 20, 2017 by and among Grantor, as Borrower, Agent and the lenders ("Lenders") from time to time party thereto (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Agent and Lenders have agreed to make Loans and to issue Letters of Credit for the benefit of Grantor;

WHEREAS, Agent, Grantor and certain other Persons are parties to that certain Guarantee and Collateral Agreement dated as of March 20, 2017 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Collateral Agreement"); and

WHEREAS, pursuant to the Collateral Agreement, Grantor and Agent entered into that certain Trademark Security Agreement dated as of March 20, 2017 (as amended, restated, supplemented or otherwise modified from time to time, including by that certain First Amendment to Trademark Security Agreement dated as of June 30, 2021 (the "First Amendment"), the "Trademark Security Agreement");

WHEREAS, since the date of Grantor's execution of the First Amendment, Marshall has acquired interests in additional Trademarks (the "New Trademarks"); and

WHEREAS, Grantor and Agent have agreed to amend the Trademark Security Agreement as set forth herein.

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, the parties hereto agree as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Collateral Agreement.
2. SCHEDULE. Schedule I to the Trademark Security Agreement is hereby amended by adding the New Trademarks set forth on Schedule I attached hereto.
3. EFFECT OF AMENDMENT. Except as expressly modified by this Amendment, the terms and provisions of the Trademark Security Agreement are hereby ratified and confirmed and shall continue in full force and effect. For the avoidance of doubt, this Amendment is a Loan Document.
4. COLLATERAL AGREEMENT. The security interests granted pursuant to the Trademark Security Agreement (as amended hereby) are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Collateral Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same, instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Second Amendment to Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

MARSHALL EXCELSIOR CO., a Michigan corporation

By: 
Title: Vice President Finance, Secretary and Treasurer

ACCEPTED AND ACKNOWLEDGED BY:

APOGEM CAPITAL LLC,
as Agent

By _____
Name _____
Title _____


IN WITNESS WHEREOF, Grantor has caused this Second Amendment to Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

MARSHALL EXCELSIOR CO., a Michigan corporation

By: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

APOGEM CAPITAL LLC,
as Agent

DocuSigned by:

By _____
Name Frank Byrne
Title Director

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

MARK	SERIAL NUMBER	STATUS	REGISTRATION NUMBER	REGIS. DATE
EXCELA-WYND	90157024	Registered	6768927	6/21/22