

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM842309

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TRINITY INTERNATIONAL INDUSTRIES, L.L.C.		09/21/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	CIBC BANK USA		
Street Address:	120 South LaSalle Street		
Internal Address:	Suite 200		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	BANK: UNITED STATES		
PROPERTY NUMBERS Total: 20			
Property Type	Number	Word Mark	
Registration Number:	4173189	ECOSTORAGE	
Registration Number:	4471691	EVERYTHING IN ITS PLACE.	
Registration Number:	4850161	EVERYTHING IN ITS PLACE.	
Registration Number:	4844845	TRINITY	
Registration Number:	4844846	TRINITY	
Registration Number:	6010636	ECOSTORAGE	
Registration Number:	6207694	ECOSTORAGE	
Registration Number:	6207802	ECOSTORAGE	
Registration Number:	5776506	TRINITY PRO	
Registration Number:	5676708	TRINITY PRO	
Registration Number:	5755613	TRINITY BASICS	
Registration Number:	6019492	ANTHRACITE	
Registration Number:	6807353		
Serial Number:	98124656	RETHINK. RECLAIM. REVIVE.	
Serial Number:	98124649	RETHINK. RECLAIM. REVIVE.	
Serial Number:	98124639	RETHINK. RECLAIM. REVIVE.	
Serial Number:	98120581	RENEW	
Serial Number:	98120578	RENEW	

OP \$515.00 4173189

Property Type	Number	Word Mark
Serial Number:	98120573	RENEW
Serial Number:	98096031	PS PROSHELIVING

CORRESPONDENCE DATA

Fax Number: 3177133699

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: 3177133412

Email: twagner@taftlaw.com

Correspondent Name: Tiffini Wagner

Address Line 1: One Indiana Square

Address Line 2: Suite 3500

Address Line 4: Indianapolis, INDIANA 46204

ATTORNEY DOCKET NUMBER: 108816-00007

NAME OF SUBMITTER: Tiffini Wagner

SIGNATURE: / Tiffini Wagner /

DATE SIGNED: 09/27/2023

Total Attachments: 14

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PATENT AND TRADEMARK SECURITY AGREEMENT

This PATENT AND TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) is made this 21st day of September, 2023, by and between TRINITY INTERNATIONAL INDUSTRIES, L.L.C., a Delaware limited liability company (“**Grantor**”), and CIBC BANK USA (“**Lender**”).

WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, the “**Loan Agreement**”) by and between Grantor and Lender, Lender has agreed to make certain financial accommodations available to Grantor from time to time pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to the Loan Agreement, Grantor is required to execute and deliver to Lender 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, Grantor hereby agrees as follows:

1. **DEFINED TERMS**. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. **GRANT OF SECURITY INTEREST IN PATENT COLLATERAL**. Grantor hereby unconditionally grants, assigns, and pledges to Lender, to secure the Obligations, a continuing security interest (the “**Security Interest in Patents**”) in all of Grantor’s right, title and interest in and to the following, now owned and existing or hereafter acquired or arising (collectively, the “**Patent Collateral**”):

(a) all of its patents and patent licenses to which it is a party including those referred to on Schedule I;

(b) all divisionals, continuations, continuations-in-part, reissues, reexaminations, or extensions of the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future infringement of any patent or any patent exclusively licensed under any patent license, including the right to receive damages, or right to receive license fees, royalties, and other compensation under any patent license.

3. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. Grantor hereby unconditionally grants, assigns, and pledges to Lender, to secure the Obligations, a continuing security interest (the “**Security Interest in Trademarks**”; together with the Security Interest in Patents, the “**Security Interest**”) in all of Grantor’s right, title and interest in and to the following, now owned and existing or hereafter acquired or arising (collectively, the “**Trademark Collateral**”):

(a) all trademarks and trademark licenses owned by Grantor, including those referred to on Schedule II hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

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

Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement is intended to be, or may be construed to be, an assignment of any application to register any trademark or service mark based on any intent to use application filed by, or on behalf of, Grantor ("**Intent to Use Applications**"), and any Intent to Use Applications are specifically excluded from the trademarks that constitute a portion of the Trademark Collateral for purposes of this Agreement; provided, however that upon the filing of "Statement of Use" with the United State Patent and Trademark Office, the trademark or service mark that was subject to such Intent to Use Application shall be a trademark hereunder and part of the Trademark Collateral. Grantor agrees to amend Schedule II to this Agreement to include all such trademarks or service marks that were subject to such Intent to Use Application within thirty (30) days of registration thereof.

4. SECURITY FOR INDEBTEDNESS. This Agreement and the Security Interest created hereby secure the payment and performance of the Obligations, whether now owned and existing or hereafter acquired or arising. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantor to Lender or any of its Affiliates, whether or not they are unenforceable or not allowable due to the existence of any insolvency, bankruptcy or similar proceeding involving Grantor.

5. LOAN AGREEMENT. The Security Interest granted pursuant to this Agreement is granted in conjunction with the security interests granted to Lender pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the Security Interest in the Patent Collateral and the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Agreement and the Loan Agreement, the Loan Agreement shall control.

6. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new patent or trademark or become entitled to the benefit of any patent or trademark for any divisional, continuation, continuation-in-part, reissue, or reexamination of any existing patent or trademark, the provisions of this Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Lender with respect to any such new patent or trademark rights. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Lender unilaterally to modify this Agreement by amending Schedule I or Schedule II, as applicable, to include any such new patent or trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule I or Schedule II, as applicable, shall in any way affect, invalidate or detract from Lender's continuing security interest in all Collateral, whether or not listed on Schedule I or Schedule II, as applicable.

7. COUNTERPARTS. This Agreement is a Loan Document. This Agreement may be executed by original, facsimile or other electronic signatures (which shall be binding and enforceable the same as if original), in two or more counterparts, each of which shall constitute an original, but all of which when taken together shall constitute but one agreement.

8. WAIVER OF JURY TRIAL, GOVERNING LAW AND JURISDICTION. THIS AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS SET FORTH IN SECTIONS 18.11, and

18.12 OF THE LOAN AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

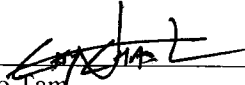
[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the day and year first above written.

CIBC BANK USA

By: Susan Hamilton Lanz
Susan Hamilton Lanz, Managing Director

TRINITY INTERNATIONAL INDUSTRIES, L.L.C.

By: 
Name: Cze Chao Tam
Title: Chief Executive Officer

Signature Page to Patent and Trademark Security Agreement

TRADEMARK
REEL: 008211 FRAME: 0177

SCHEDULE I
to
PATENT AND TRADEMARK SECURITY AGREEMENT

Patents and Patent Applications

Grantor	Title	Filing Date	Application Num	Issue Date	Patent Num
TRINITY INTERNATIONAL INDUSTRIES, L.L.C.	GARAGE TALL CABINET	5/30/2017	29/605,798	9/11/2018	D828056
TRINITY INTERNATIONAL INDUSTRIES, L.L.C.	GARAGE WALL CABINET	5/30/2017	29/605,802	7/24/2018	D823617
TRINITY INTERNATIONAL INDUSTRIES, L.L.C.	GARAGE BASE CABINET	5/30/2017	29/605,805	11/6/2018	D832625
TRINITY INTERNATIONAL INDUSTRIES, L.L.C.	GARAGE BASE CABINET	5/30/2017	29/605,809	11/6/2018	D832626
TRINITY INTERNATIONAL INDUSTRIES, L.L.C.	GARAGE CABINET ASSEMBLY	5/30/2017	29/605,810	6/26/2018	D821118
TRINITY INTERNATIONAL INDUSTRIES, L.L.C.	BASKET	8/9/2017	29/613,384	8/21/2018	D825925
TRINITY INTERNATIONAL INDUSTRIES, L.L.C.	COOLER WITH GAME LID	7/23/2019	29/699,117	3/9/2021	D912476

Grantor	Title	Filing Date	Application Num	Issue Date	Patent Num
TRINITY INTERNATIONAL INDUSTRIES, L.L.C.	KITCHEN CART WITH REMOVABLE DROP LEAVES	8/1/2019	29/700,361	1/12/2021	D907877
TRINITY INTERNATIONAL INDUSTRIES, L.L.C.	KITCHEN CART	10/1/2020	29/755,616	7/12/2022	D957783
TRINITY INTERNATIONAL INDUSTRIES, L.L.C.	WORKBENCH	8/7/2019	29/701,002	12/29/2020	D906028
TRINITY INTERNATIONAL INDUSTRIES, L.L.C.	PEGBOARD	8/8/2019	29/701,087	3/14/23	D980645
TRINITY INTERNATIONAL INDUSTRIES, L.L.C.	KEYLESS LOCKING TOOL CHEST	4/15/2015	14/687,092	2/27/2018	9901170
TRINITY INTERNATIONAL INDUSTRIES, L.L.C.	FOLD-OUT CABINET ASSEMBLY	4/26/2016	15/138,938	5/23/2017	9655441
TRINITY INTERNATIONAL INDUSTRIES, L.L.C.	FOLD-OUT CABINET ASSEMBLY	2/23/2017	15/441,083	12/12/2017	9839286
TRINITY INTERNATIONAL INDUSTRIES, L.L.C.	MODULAR CLOSET SYSTEM	7/19/2018	16/040,306	2/2/2021	10905235

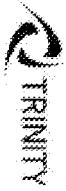
Grantor	Title	Filing Date	Application Num	Issue Date	Patent Num
TRINITY INTERNATIONAL INDUSTRIES, L.L.C.	MODULAR CLOSET SYSTEM	2/26/2020	16/802,299	3/9/2021	10939755
TRINITY INTERNATIONAL INDUSTRIES, L.L.C.	MODULAR CLOSET SYSTEM	1/7/2021	17/143,450	1/18/2022	11224288
TRINITY INTERNATIONAL INDUSTRIES, L.L.C.	WORKBENCH WITH COLLAPSIBLE PEGBOARD	8/7/2019	16/534,356	10/20/2020	10807229
TRINITY INTERNATIONAL INDUSTRIES, L.L.C.	WORKBENCH WITH COLLAPSIBLE PEGBOARD	9/22/2020	17,028,632	2/8/2022	11241784
TRINITY INTERNATIONAL INDUSTRIES, L.L.C.	CART WITH REMOVABLE TABLE EXTENSIONS	7/25/2019	16/522,020	2/9/2021	10913474
TRINITY INTERNATIONAL INDUSTRIES, L.L.C.	CART WITH REMOVABLE TABLE EXTENSIONS	12/8/2020	17/114,914	3/28/2023	11,613,287
TRINITY INTERNATIONAL INDUSTRIES, L.L.C.	WIRE SHELF	9/16/2019	16/571,752	2/2/2021	10905236
TRINITY INTERNATIONAL	WIRE SHELF	1/12/2021	17/147,207	4/12/2022	11297943

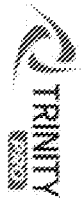

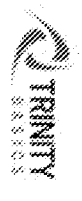

Grantor	Title	Filing Date	Application Num	Issue Date	Patent Num
INDUSTRIES, L.L.C.					
TRINITY INTERNATIONAL INDUSTRIES, L.L.C.	WIRE SHELF	1/28/2022	17/649,327	3/7/2023	11596226
TRINITY INTERNATIONAL INDUSTRIES, L.L.C.	LADDER MOUNT ASSEMBLY FOR SHELVING	9/16/2019	16/571,782	6/29/2021	11044993
TRINITY INTERNATIONAL INDUSTRIES, L.L.C.	COOLER WITH GAME LID	1/30/2020	16/777,384	11/22/2022	11,506,440




SCHEDULE II
to
PATENT AND TRADEMARK SECURITY AGREEMENT


Trademarks and Trademark Applications

Grantor	Mark	Filing Date	Application Num	Reg Date	Reg. No.
TRINITY INTERNATIONAL INDUSTRIES, L.L.C.	ECOSTORAGE	8/19/2011	85402904	7/10/2012	4173189
TRINITY INTERNATIONAL INDUSTRIES, L.L.C.	EVERYTHING IN ITS PLACE.	6/6/2012	85644769	1/21/2014	4471691
TRINITY INTERNATIONAL INDUSTRIES, L.L.C.	EVERYTHING IN ITS PLACE.	3/17/2015	86567294	11/10/2015	4850161

Grantor	Mark	Filing Date	Application Num	Reg Date	Reg. No.
TRINITY INTERNATIONAL INDUSTRIES, L.L.C.	TRINITY	3/17/2015	86566394	11/3/2015	4844845
TRINITY INTERNATIONAL INDUSTRIES, L.L.C.	 TRINITY	3/17/2015	86566400	11/3/2015	4844846
TRINITY INTERNATIONAL INDUSTRIES, L.L.C.	ECOSTORAGE	8/9/2017	87562291	3/17/2020	6,010,636
TRINITY INTERNATIONAL INDUSTRIES, L.L.C.	ECOSTORAGE	11/15/2019	88694561	11/24/2020	6207694
TRINITY INTERNATIONAL	ECOSTORAGE	11/15/2019	88977512	11/24/2020	6207802

Grantor	Mark	Filing Date	Application Num	Reg Date	Reg. No.
INDUSTRIES, L.L.C.					
TRINITY INTERNATIONAL INDUSTRIES, L.L.C.		11/29/2017	87701886	6/11/2019	5,776,506
TRINITY INTERNATIONAL INDUSTRIES, L.L.C.		11/29/2017	87979318	2/12/2019	5,676,708
TRINITY INTERNATIONAL INDUSTRIES, L.L.C.		8/30/2018	88098927	5/21/2019	5,755,613
TRINITY INTERNATIONAL INDUSTRIES, L.L.C.	ANTHRACITE	4/25/2018	87893219	3/24/2020	6,019,492
TRINITY INTERNATIONAL INDUSTRIES, L.L.C.		7/14/2021	90828631	8/2/2022	6,807,353
TRINITY INTERNATIONAL INDUSTRIES, L.L.C.	RETHINK. RECLAIM. REVIVE.	08/09/2023	98124656		

Grantor	Mark	Filing Date	Application Num	Reg Date	Reg. No.
TRINITY INTERNATIONAL INDUSTRIES, L.L.C.	RETHINK. RECLAIM. REVIVE.	08/09/2023	98124649		
TRINITY INTERNATIONAL INDUSTRIES, L.L.C.	RETHINK. RECLAIM. REVIVE	08/09/2023	98124639		
TRINITY INTERNATIONAL INDUSTRIES, L.L.C.	RENEW (Design) 	08/07/2023	98120581		
TRINITY INTERNATIONAL INDUSTRIES, L.L.C.	RENEW (Design) 	08/07/2023	98120578		
TRINITY INTERNATIONAL INDUSTRIES, L.L.C.	RENEW (Design) 	08/07/2023	98120573		

Grantor	Mark	Filing Date	Application Num	Reg Date	Reg. No.
TRINITY INTERNATIONAL INDUSTRIES, L.L.C.	 PS PROSHEL VING (stylized design)	7/21/2023	98096031		

TRADEMARK

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RECORDED: 09/27/2023