

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM853299

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Kelley Leasing Partners Management, LLC		11/13/2023	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Texas Capital Bank		
<b>Street Address:</b>	2000 McKinney Avenue		
<b>Internal Address:</b>	Suite 700		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75201		
<b>Entity Type:</b>	State bank: TEXAS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4872853	KELLEY PACK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	14155911000		
<b>Email:</b>	TrademarksCH@winston.com		
<b>Correspondent Name:</b>	Becky L. Troutman, Winston & Strawn LLP		
<b>Address Line 1:</b>	101 California Street		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94111		
<b>NAME OF SUBMITTER:</b>	Becky L. Troutman		
<b>SIGNATURE:</b>	/Becky L. Troutman/mp		
<b>DATE SIGNED:</b>	11/14/2023		
<b>Total Attachments: 5</b>			
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**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT, dated as of November 13, 2023 (this “**Agreement**”), by KELLEY LEASING PARTNERS MANAGEMENT, LLC, a Delaware limited liability company (the “**Grantor**”) in favor of TEXAS CAPITAL BANK, in its capacity as administrative agent pursuant to the Credit Agreement (in such capacity, the “**Administrative Agent**”).

W I T N E S S E T H:

WHEREAS, the Grantor is party to that certain Pledge and Security Agreement, dated as of November 13, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), in favor of the Administrative Agent pursuant to which the Grantor is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor is hereby agree with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement (whether directly or by reference to another agreement or document, including the Credit Agreement) and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. As security for the payment or performance, as the case may be, in full of the Secured Obligations, including the Guaranty, the Grantor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a security interest in all of its right, title or interest in or to any and all of the following Article 9 Collateral (excluding any Excluded Assets) of the Grantor:

- (a) all Trademark registrations and applications of the Grantor, including those listed on Schedule I attached hereto, all goodwill associated with any of the foregoing, and all products and proceeds of the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution or other violation of any Trademark, or for injury to the goodwill associated with any Trademark.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and the Grantor hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent shall otherwise reasonably determine.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 8.14 thereof, the Administrative Agent shall, at the expense of the Grantor, promptly execute, acknowledge, and deliver to the Grantor an instrument reasonably

requested by the Grantor in writing in recordable form releasing the Lien on and security interest in the Trademarks under this Agreement.

SECTION 5. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery by facsimile or other electronic communication of an executed counterpart of a signature page to this Agreement shall be effective as delivery of an original executed counterpart of this Agreement.

SECTION 6. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

*[Signature Pages Follow]*

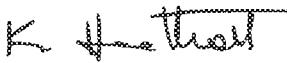
**KELLEY LEASING PARTNERS  
MANAGEMENT, LLC, as Grantor**

By: \_\_\_\_\_

  
Name: Alberto Chiesara

Title: President

TEXAS CAPITAL BANK, as Administrative  
Agent

By: 

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Name: Kim Heathcott

Title: Director

{SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT}

**TRADEMARK**  
**REEL: 008257 FRAME: 0802**

Schedule I

TRADEMARK REGISTRATIONS AND APPLICATIONS

**Registered Trademarks and Trademark Applications**

*Registered Trademarks*

<u>Owner</u>	<u>Trademark / Service Mark Name</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Jurisdiction</u>
Kelley Leasing Partners Management, LLC	KELLEY PACK	4872853	December 22, 2015	U.S.

*Trademark Applications*

None.