

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM858547

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Banner Industries of N.E., LLC		12/01/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	BMO BANK N.A.		
Street Address:	320 South Canal Street		
Internal Address:	14th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4501346	BANNER INDUSTRIES	
Registration Number:	4497926		
Registration Number:	4497927	BANNERINDUSTRIES	
Registration Number:	4510238	BANNER INDUSTRIES	
Registration Number:	4658879	MRI	
Serial Number:	97799975	B	
CORRESPONDENCE DATA			
Fax Number:			
<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:	212-728-8000		
Email:	ipdept@willkie.com		
Correspondent Name:	Alexander Tagawa		
Address Line 1:	787 Seventh Avenue		
Address Line 4:	New York, NEW YORK 10019		
ATTORNEY DOCKET NUMBER:	132662.00072		
NAME OF SUBMITTER:	Alexander Tagawa		
SIGNATURE:	/Alexander Tagawa/		

CH \$165.00 4501346

DATE SIGNED:	12/05/2023
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Total Attachments: 3

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GRANT OF A SECURITY INTEREST --TRADEMARKS

This Trademark Security Agreement (this “Trademark Security Agreement”) is made as of December 1, 2023, by Banner Industries of N.E., LLC, a Delaware limited liability company (“Grantor”), in favor of BMO BANK N.A., in its capacity as Administrative Agent for itself and the other Lender Parties (together with its successors in such capacity, “Grantee”). All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement (as defined below).

WHEREAS, the Grantor is the record owner of the Trademarks listed on the attached Schedule A;

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated as of the date hereof (as amended, restated, supplemented, modified or otherwise changed from time to time, the “Security Agreement”), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Lender Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee, for the benefit of the Lender Parties, a continuing security interest in the Trademarks to secure the prompt payment, performance and observance of the Secured Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Trademarks 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.

This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Remainder of page intentionally left blank]

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

GRANTORS:

BANNER INDUSTRIES OF N.E., LLC,
a Delaware limited liability Company

DocuSigned by:

By:

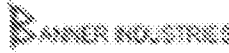


Gary J. Richard

Name: Gary J. Richard

Title: Chief Executive Officer

SCHEDULE A TO GRANT OF A SECURITY INTEREST

Registered Trademarks

Mark / Description	Registration No.	Registration Date	Owner of Record
"B" Flag Design & Banner Industries 	4,501,346	March 25, 2014	Banner Industries of N.E., LLC
"B" Winding Road Design 	4,497,926	March 18, 2014	Banner Industries of N.E., LLC
"B" Winding Road Design & Banner Industries 	4,497,927	March 18, 2014	Banner Industries of N.E., LLC
Banner Industries	4,510,238	April 8, 2014	Banner Industries of N.E., LLC
MRI	4,658,879	December 23, 2014	Banner Industries of N.E., LLC

Trademark Applications

Mark / Description	Application No.	Application Date	Owner of Record
"B" Flag Design	97799975	February 17, 2023	Banner Industries of N.E., LLC.