

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM861505

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Penhall Company		12/15/2023	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Encina Private Credit SPV 2, LLC		
Street Address:	383 Main Avenue, Suite 706		
City:	Norwalk		
State/Country:	CONNECTICUT		
Postal Code:	06851		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	4220982	PENHALL COMPANY	
Registration Number:	4281689	PENHALL COMPANY	
Registration Number:	4840393	GRAFF	
Registration Number:	4840395	GRAFF	
Registration Number:	4854465	CCC CONCRETE CORING CO.	
Registration Number:	4854466	CCC CONCRETE CORING CO.	
Registration Number:	3173543	PENHALL COMPANY	
Registration Number:	3148104	PENHALL RENTALS	
Registration Number:	3148103	PENHALL RENTALS	
Registration Number:	2966285	GRAFSCAN	
Registration Number:	2824460		
Registration Number:	2741325	PENHALL COMPANY	
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:	212-655-2539		
Email:	khipps@chapman.com		
Correspondent Name:	Chapman and Cutler LLP		
Address Line 1:	1270 Avenue of the Americas, 30th Floor		

OP \$315.00 4220982

Address Line 2: Kristopher Phipps
Address Line 4: New York, NEW YORK 10020

NAME OF SUBMITTER: Kristopher Phipps

SIGNATURE: /Kristopher Phipps/

DATE SIGNED: 12/15/2023

Total Attachments: 8

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Penhall Company

- Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: California
 Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) December 15, 2023

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Encina Private Credit SPV 2, LLC

Street Address: 383 Main Avenue, Suite 706

City: Norwalk

State: CT

Country: USA Zip: 06851

- Individual(s) Citizenship _____
 Association Citizenship _____
 Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other LLC Citizenship DE

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

See Schedule A attached.

B. Trademark Registration No.(s) _____

See Schedule A attached

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

See Schedule A attached.

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Chapman and Cutler LLP

Internal Address: Attn: Kristopher Phipps

Street Address: 1270 Avenue of the Americas, 30th Floor

City: New York

State: NY Zip: 10020

Phone Number: 212.655.2539

Docket Number: _____

Email Address: kphipps@chapman.com

6. Total number of applications and registrations involved:

12

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature: Kristopher Phipps
Signature

December 15, 2023

Date

Kristopher Phipps
Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

8

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of December 15, 2023, is made by the Grantor listed on the signature page hereof (the “Grantor”), in favor of Encina Private Credit SPV 2, LLC, in its capacity as Collateral Agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the “Agent”) for all Lenders (as defined in the Loan Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Loan Agreement dated as of December 15, 2023 by and among Penhall Merger Sub, Inc., a Delaware corporation (the “Initial Borrower”) (which on the Closing Date shall be merged with and into, Penhall Acquisition Company, a Delaware corporation (the “Company”) (such merger, the “Closing Date Merger”), with the Company surviving such Closing Date Merger as the “Borrower”), Penhall Buyer, LLC, a Delaware limited liability company (“Holdings”), the Subsidiaries of Holdings that are Guarantors or become Guarantors thereunder, the Lenders from time to time party thereto, Encina Private Credit SPV 2, LLC, as Administrative Agent for the Lenders (in such capacity, together with its successors and permitted assigns in such capacity, the “Administrative Agent”) and Collateral Agent for the Secured Parties (in such capacity, together with its successors and permitted assigns in such capacity, the “Collateral Agent”, and together with the Administrative Agent, each an “Agent” and collectively the “Agents”) (as the same may be amended, restated, refinanced, supplemented or otherwise modified from time to time, the “Loan Agreement”), the Lenders have agreed to make extensions of credit to the Grantor upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has granted, pursuant to that certain Guaranty and Security Agreement dated as of December 15, 2023 by and among the Borrower, Holdings and the other Loan Parties in favor of Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to Agent a security interest in all of the Grantor’s Intellectual Property (as defined therein), other than Excluded Property (as defined therein); and

WHEREAS, the Grantor is required to execute and deliver this Trademark Security Agreement in furtherance of such grant and for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the premises and to induce Agent and the Lenders to enter into the Loan Agreement and to induce the Lenders to make their respective extensions of credit to the Grantor thereunder, the Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, has granted to Agent, for the ratable benefit of the Secured Parties, a security interest in all of its Collateral, including

the following Intellectual Property (other than any Intellectual Property constituting Excluded Property) (the "Trademark Collateral"):

- (a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;
- (b) renewals or extensions of the foregoing;
- (c) the goodwill of the Grantor's business connected with and symbolized by the Trademark Collateral; and
- (d) all Proceeds and products of any of the foregoing, including all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding the foregoing paragraph, the security interest created by this Trademark Security Agreement shall not extend to, and the term Trademark Collateral shall not include, any "intent to use" trademark applications for which a statement of use has not been filed and accepted by the USPTO (but only until such statement of use is filed and accepted).

Section 3. Guaranty and Security Agreement. The security interest memorialized in this Trademark Security Agreement was granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and the Grantor and Agent hereby acknowledge and agree that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral memorialized hereby are more fully set forth in the Guaranty and Security Agreement. In the event of any inconsistency or ambiguity between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

Section 4. Recordation. Each Grantor authorizes the Agent or its designee to request the Commissioner for Trademarks and any other applicable government officer to record this Trademark Security Agreement.

Section 5. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademark Collateral.

Section 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 7. Governing Law. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

Section 8. Forum Selection: Consent to Jurisdiction; Waiver of Jury Trial; Release. The terms of Sections 8.12 and 8.13 of the Guaranty and Security Agreement are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms. At the time provided in Section 8.17 of the Guaranty and Security Agreement or upon the occurrence of an event expressly permitted by, or provided for, in the Credit Agreement or the Guaranty and Security Agreement that would result in the release of all or a portion of the Trademark Collateral, all or such applicable portion of the Trademark Collateral shall be automatically released from the Lien created hereby and this agreement and all obligations (other than those expressly stated to survive such termination) of Agent and Grantor hereunder shall automatically terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Trademark Collateral shall revert to Grantor. At the request of Grantor following any such termination, Agent shall promptly execute and deliver to Grantor such documents as Grantor reasonably requests to evidence such termination.

[Remainder of page intentionally blank; signature pages follow.]

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

PENHALL COMPANY,
as Grantor

By: _____
Name: Strother Scott
Title: Vice President

DocuSigned by:
Strother Scott
9111B5CB078454...

ACCEPTED AND AGREED

as of the date first above written:

Encina Private Credit SPV 2, LLC,
as Agent

DocuSigned by:
Sandra Hom
By: _____
Name: Sandra Hom
Title: Duly Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]


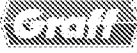




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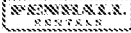


SCHEDULE I

TO

TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS:

Trademark	Application No. / Application Date	Registration No. / Registration Date	Owner
 PENHALL COMPANY and Design	85508938 04-JAN-2012	4220982 09-OCT-2012	Penhall Company
PENHALL COMPANY	85508936 04-JAN-2012	4281689 29-JAN-2013	Penhall Company
 GRAFF and Design	86550297 02-MAR-2015	4840393 27-OCT-2015	Penhall Company
 GRAFF and Design	86550319 02-MAR-2015	4840395 27-OCT-2015	Penhall Company
 CCC CONCRETE CORING CO. and Design	86550254 02-MAR-2015	4854465 17-NOV-2015	Penhall Company
 CCC CONCRETE CORING CO. and Design	86550267 02-MAR-2015	4854466 17-NOV-2015	Penhall Company
 PENHALL COMPANY and Design	78675323 21-JUL-2005	3173543 21-NOV-2006	Penhall Company
PENHALL RENTALS	78675251 21-JUL-2005	3148104 26-SEP-2006	Penhall Company

Trademark	Application No. / Application Date	Registration No. / Registration Date	Owner
 PENHALL RENTALS and Design	78675234 21-JUL-2005	3148103 26-SEP-2006	Penhall Company
GRAFSCAN	78277473 22-JUL-2003	2966285 12-JUL-2005	Penhall Company
	76404899 09-MAY-2002	2824460 23-MAR-2004	Penhall Company
	76400857 25-APR-2002	2741325 29-JUL-2003	Penhall Company