

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM865342

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Southeast Lineman Training Center, LLC		01/03/2024	Limited Liability Company: GEORGIA
RECEIVING PARTY DATA			
Name:	Audax Private Debt LLC, as Administrative Agent		
Street Address:	101 Huntington Avenue, 25th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02199		
Entity Type:	Limited Liability Company: MASSACHUSETTS		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	98281632	SLTC SOUTHEAST LINEMAN TRAINING CENTER	
Serial Number:	90497336	LINEMAN COUNTRY	
Serial Number:	88273361	TOWARD THE STORM	
Serial Number:	88101211	DOWN TO THE WIRE	
Serial Number:	87433563	SLIM-WILLIAM WISTER HAINES AWARD	
Serial Number:	85281985	PUT IT ALL ON THE LINE.	
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:	3129932652		
Email:	HEATHER.POITRAS@LW.COM		
Correspondent Name:	Heather Poitras		
Address Line 1:	330 North Wabash Avenue, Suite 2800		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	062955-0089		
NAME OF SUBMITTER:	Heather Poitras		
SIGNATURE:	/hp/		
DATE SIGNED:	01/03/2024		

CH \$165.00 98281632

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of January 3, 2024 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “**Trademark Security Agreement**”), is made by each entity identified as grantors on the signature pages hereto (individually, a “**Grantor**” and collectively, the “**Grantors**”) in favor of AUDAX PRIVATE DEBT LLC, as Administrative Agent and Collateral Agent for the Secured Parties (in such capacities and together with its successors and permitted assigns, the “**Administrative Agent**”).

WHEREAS, each Grantor is a party to a Security Agreement, dated as of January 3, 2024 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) among each Grantor, the other grantors party thereto and the Administrative Agent pursuant to which each Grantor granted a security interest to the Administrative Agent for the benefit of the Secured Parties in the Trademark Collateral (as defined below) and are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Security Agreement or the Credit Agreement (as defined in the Security Agreement) and used herein have the meaning given to them in the Security Agreement or the Credit Agreement, as applicable.

SECTION 2. GRANT OF SECURITY INTEREST

Each Grantor, as security for the payment and performance in full of the Secured Obligations of such Grantor (including, if such Grantor is a Guarantor, the Secured Obligations of such Grantor arising under the Guaranty), hereby pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”); *provided*, that the Trademark Collateral shall not include any Excluded Assets:

- (i) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names and other source or business identifiers, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in *connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (“USPTO”)*, including the registrations and registrations applications listed in Schedule A hereto, or any similar offices in any State of the United States or any political subdivision thereof, and all extensions or renewals thereof, as well as any unregistered trademarks and service marks used by a Grantor; and all goodwill connected with the use thereof and symbolized thereby,
- (ii) all renewals and extensions thereof, rights to sue or otherwise recover for infringements or other violations thereof,

- (iii) all rights corresponding to the foregoing throughout the world, and
- (iv) to the extent not otherwise included, all Proceeds, products, accessions, rents and profits of any and all of the foregoing.

SECTION 2.1 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include any intent-to-use trademark application prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law.

SECTION 3. SECURITY AGREEMENT

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Security Agreement, and each Grantor hereby acknowledges and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. RECORDATION

Each Grantor hereby authorizes and requests that the USPTO record this Trademark Security Agreement.

SECTION 5. TERMINATION

This Trademark Security Agreement and the security interest granted herein will terminate when the Security Agreement is terminated under Section 6.11 thereof. Upon the termination of this Trademark Security Agreement, the Administrative Agent shall execute all documents, make all filings, and take all other actions reasonably requested by each Grantor, at such Grantor’s expense, to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein. Any execution and delivery of documents pursuant to this Section 5 shall be without recourse to or warranty by the Administrative Agent.

SECTION 6. GOVERNING LAW

THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 7. COUNTERPARTS

This Trademark Security 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.

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

**SOUTHEAST LINEMAN TRAINING CENTER,
LLC, as a Grantor**

By: David Powell
Name: David Powell
Title: Co-Chief Executive Officer

ELEVATED GEAR, LLC, as a Grantor

By: David Powell
Name: David Powell
Title: Co-Chief Executive Officer

AUDAX PRIVATE DEBT LLC,
as Administrative Agent and Collateral Agent




By: _____

Name: Daniel Horan

Title: Authorized Signatory

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	Application Number Application Date	Registration Number Registration Date	Status	Owner
SLTC SOUTHEAST LINEMAN TRAINING CENTER 	98281632 22-NOV-2023	---	Pending	Southeast Lineman Training Center, LLC
LINEMAN COUNTRY	90497336 29-JAN-2021	7208099 31-OCT-2023	Registered	Southeast Lineman Training Center, LLC
TOWARD THE STORM	88273361 23-JAN-2019	6301861 23-MAR-2021	Registered	Southeast Lineman Training Center, LLC
DOWN TO THE WIRE	88101211 31-AUG-2018	5744427 07-MAY-2019	Registered	Southeast Lineman Training Center, LLC
SLIM-WILLIAM WISTER HAINES AWARD	87433563 02-MAY-2017	5349969 05-DEC-2017	Registered	Southeast Lineman Training Center, LLC
PUT IT ALL ON THE LINE.	85281985 31-MAR-2011	4045243 25-OCT-2011	Registered	Southeast Lineman Training Center, LLC
AMERICAN WOODWALKER	87793716 12-FEB-2018	5599314 06-NOV-2018	Registered	Elevated Gear, LLC