

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM867516

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TruBlue LLC		01/11/2024	Limited Liability Company: COLORADO
RECEIVING PARTY DATA			
Name:	Twin Brook Capital Partners, LLC, as Agent		
Street Address:	111 South Wacker Drive, 36th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	5783437	QUICKFLIGHT	
Registration Number:	5599456	FLIGHTLINE	
Registration Number:	5514726	LIGHTSPEED	
Registration Number:	5089788	HEAD RUSH TECHNOLOGIES	
Registration Number:	5216219	QUICKJUMP	
Registration Number:	4183998	ZIPSTOP	
Registration Number:	4030670	TRUBLUE	
Registration Number:	7170393	TRUBLUE IQ	
Registration Number:	4942018	GORILLA ROPE	
Serial Number:	98090593	NO DELAY BELAY	
CORRESPONDENCE DATA			
Fax Number:	3128637867		
<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:	3128637267		
Email:	jaclyn.digrande@goldbergkohn.com		
Correspondent Name:	Jaclyn Di Grande - Paralegal		
Address Line 1:	Goldberg Kohn Ltd.		
Address Line 2:	55 E Monroe St., Ste 3300		

OP \$265.00 5783437

Address Line 4:	Chicago, ILLINOIS 60603
ATTORNEY DOCKET NUMBER:	7428.093
NAME OF SUBMITTER:	Jaclyn Di Grande
SIGNATURE:	/jaclyn di grande/
DATE SIGNED:	01/11/2024
Total Attachments: 5 source=Head Rush -Trademark Security Agreement#page1.tif source=Head Rush -Trademark Security Agreement#page2.tif source=Head Rush -Trademark Security Agreement#page3.tif source=Head Rush -Trademark Security Agreement#page4.tif source=Head Rush -Trademark Security Agreement#page5.tif	

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Agreement"), dated as of January 11, 2024, is made by TRUBLUE LLC, a Colorado limited liability company ("Grantor"), in favor of TWIN BROOK CAPITAL PARTNERS, LLC, as Agent for the ratable benefit of the Lenders (in such capacity, together with its successors and assigns in such capacity, "Agent").

Grantor has executed and delivered a Guaranty and Collateral Agreement, dated as of January 11, 2024, with and in favor of Agent for the ratable benefit of the Lenders (as amended, supplemented or otherwise modified from time to time, the "Guaranty and Collateral Agreement"). Grantor has pledged and granted to Agent a continuing security interest in all Intellectual Property, including the Trademarks.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Grantor agrees, for the benefit of Agent, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement have the meanings provided or provided by reference in the Guaranty and Collateral Agreement or Credit Agreement referred to therein.

2. Grant of Security Interest. 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 of such Grantor, hereby pledges and grants to Agent a continuing security interest in, all of the Grantor's right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, 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 anything to the contrary herein, the Trademark Collateral shall not include, and no security interest shall be deemed granted in, any "intent to use" Trademark application for which a statement of use has not been filed and accepted (but only until such statement is filed and accepted).

3. Purpose. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to Agent in connection with the Guaranty and Collateral Agreement and is expressly subject to the terms and conditions thereof (which are incorporated by reference herein as if fully set forth herein). The Guaranty and Collateral Agreement (and all rights and remedies of Agent thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the Guaranty and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guaranty and Collateral Agreement, the terms of the Guaranty and Collateral Agreement shall govern.

5. Authorization to Supplement. If Grantor shall obtain rights to any new Trademarks, the provisions of this Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Agent with respect to any such new Trademarks or renewal or extension of any existing Trademarks. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Agent unilaterally to modify this Agreement by amending Schedule I to include any such new Trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Trademark Collateral, whether or not listed on Schedule I.

6. Counterparts. This Agreement may be executed in any number of counterparts and by the different parties hereto 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. Receipt by telecopy or other electronic transmission (including "PDF") of any executed signature page to this Agreement shall constitute effective delivery of such signature page.

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.


[signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

TRIBLUE LLC, as Grantor

By: 
Name: Greg Doyle
Title: Chief Financial Officer

TWIN BROOK CAPITAL PARTNERS, LLC,
as Agent

By: 
By: Kimberly Trick (Jan 8, 2024 12:02 CST)
Name: Kim Trick
Title: Managing Director

SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

<i>Mark</i>	<i>Status</i>	<i>Country</i>	<i>Reg. No.</i>	<i>Reg. Date</i>	<i>Owner</i>
QUICKFLIGHT	Registered	US	5783437	6/26/2018	TruBlue LLC
FLIGHTLINE	Registered	US	5599456	11/6/2018	TruBlue LLC
LIGHTSPEED	Registered	US	5514726	7/10/2018	TruBlue LLC
HEAD RUSH TECHNOLOGIES	Registered	US	5089788	11/29/2016	TruBlue LLC
QUICKJUMP	Registered	US	5216219	6/6/2017	TruBlue LLC
ZIPSTOP	Registered	US	4183998	7/31/2012	TruBlue LLC
TRUBLUE	Registered	US	4030670	9/27/2011	TruBlue LLC
TRUBLUE IQ and Design 	Registered	US	7170393	9/19/2023	TruBlue LLC
GORILLA ROPE	Registered	US	4942018	4/19/2016	TruBlue LLC

2. TRADEMARK APPLICATIONS

<i>Mark</i>	<i>Status</i>	<i>Country</i>	<i>App. No.</i>	<i>App. Date</i>	<i>Owner</i>
NO DELAY BELAY	Pending	US	98090593	7/19/2023	TruBlue LLC