

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: TMI40889

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	FIRST LIEN TRADEMARK SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Lofton Label LLC		01/31/2024	Limited Liability Company: MINNESOTA
Sentry Equipment Erectors LLC		01/31/2024	Limited Liability Company: VIRGINIA
<b>RECEIVING PARTY DATA</b>			
<b>Company Name:</b>	MORGAN STANLEY SENIOR FUNDING, INC., as Collateral Agent		
<b>Street Address:</b>	1585 Broadway		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10036		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5494092	LOFTON	
<b>Registration Number:</b>	5265703	LASTING IMPRESSIONS THAT STICK	
<b>Registration Number:</b>	5265702	LLP	
<b>Serial Number:</b>	98051057	THE VELOCITY SERIES	
<b>Serial Number:</b>	98052026	SENTRY EQUIPMENT & ERECTORS, INC.	
<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>	202-370-4750		
<b>Email:</b>	ipteam@cogencyglobal.com		
<b>Correspondent Name:</b>	Khadijah Sampson		
<b>Address Line 1:</b>	1025 Connecticut Ave NW, Suite 712		
<b>Address Line 2:</b>	COGENCY GLOBAL INC.		
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20036		
<b>ATTORNEY DOCKET NUMBER:</b>	2272072ks		
<b>NAME OF SUBMITTER:</b>	Andrew Hackett		

OP \$140.00.00 87312064

<b>SIGNATURE:</b>	Andrew Hackett
<b>DATE SIGNED:</b>	02/21/2024
<b>Total Attachments: 5</b> source=Pro Mach 1L TMSA [Executed](97894517.1)#page1.tif source=Pro Mach 1L TMSA [Executed](97894517.1)#page2.tif source=Pro Mach 1L TMSA [Executed](97894517.1)#page3.tif source=Pro Mach 1L TMSA [Executed](97894517.1)#page4.tif source=Pro Mach 1L TMSA [Executed](97894517.1)#page5.tif	

FIRST LIEN TRADEMARK SECURITY AGREEMENT

This FIRST LIEN TRADEMARK SECURITY AGREEMENT (as amended, restated, modified or supplemented from time to time, this “**Trademark Security Agreement**”), dated as of January 31, 2024 is made by (i) Lofton Label LLC, a Minnesota limited liability company and (ii) Sentry Equipment Erectors LLC, a Virginia limited liability company (each, a “**Grantor**” and collectively, the “**Grantors**”), in favor of MORGAN STANLEY SENIOR FUNDING, INC., as the Collateral Agent.

WHEREAS, each Grantor is party to that certain Amended and Restated First Lien Security Agreement, dated as of August 31, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among each Grantor, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Security Agreement, each Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of such Grantor, and has agreed to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

Section 1. Terms. Capitalized terms used but not defined herein shall have the meanings given or given by reference in the Security Agreement.

Section 2. Grant of Security. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor did and hereby does grant to the Collateral Agent, for the benefit of the Secured Parties, a security interest (the “**Security Interest**”) in all of such Grantor’s right, title and interest in, to and under the registered and applied for Trademarks constituting Registered IP Collateral and set forth on Schedule A attached hereto, together with all goodwill of the business connected with the use thereof or symbolized thereby, and with respect to the foregoing (a) all extensions and renewals thereof, (b) all income, fees, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including damages and payments for past, present or future infringements and dilutions thereof or injury to the goodwill associated therewith, (c) the right to sue for past, present and future infringements and dilutions thereof or injury to the goodwill associated therewith, and (d) all other rights of any kind accruing thereunder or pertaining thereto throughout the world (collectively, the “**Trademark Collateral**”); *provided* that “Trademark Collateral” shall not include, and the Security Interest shall not attach to, any Excluded Asset as provided in the Security Agreement, including any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing and acceptance of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely 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 any registration that issues from such intent-to-use application under applicable federal law.

Section 3. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement with the U.S. Patent and Trademark Office.

Section 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of 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 signature page to this Trademark Security Agreement by facsimile or electronic (including .pdf or .tif file) transmission shall be

as effective as delivery of a manually signed counterpart of this Trademark Security Agreement. Section 11.12 of the Credit Agreement is incorporated by reference herein, *mutatis mutandis*.

Section 5. Security Agreement. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference 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 6. Governing Law. Sections 7.08 and 7.09 of the Security Agreement are incorporated by reference herein, *mutatis mutandis*.

Section 7. Intercreditor Agreements. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE COLLATERAL AGENT, FOR THE BENEFIT OF THE SECURED PARTIES, PURSUANT TO THIS TRADEMARK SECURITY AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT AND THE OTHER SECURED PARTIES HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE APPLICABLE INTERCREDITOR AGREEMENTS. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF ANY SUCH INTERCREDITOR AGREEMENT AND THIS TRADEMARK SECURITY AGREEMENT, THE PROVISIONS OF SUCH INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

*[Remainder of this page intentionally left blank]*

IN WITNESS WHEREOF, the undersigned has executed this Trademark Security Agreement as of the date first above written.

LOFTON LABEL LLC

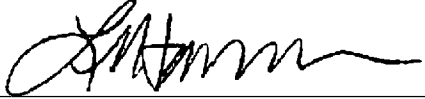
DocuSigned by:  
By: Mark W. Anderson  
Name: Mark W. Anderson  
Title: President

SENTRY EQUIPMENT ERECTORS LLC

DocuSigned by:  
By: Mark W. Anderson  
Name: Mark W. Anderson  
Title: President

Accepted and Agreed:




MORGAN STANLEY SENIOR FUNDING, INC., as Collateral Agent

By: 

Name: Lisa Hanson

Title: Authorized Signatory

SCHEDULE A

<u>New Grantor</u>	<u>Mark</u>	<u>Registration Number / Application Number</u>	<u>Registration Date / Application Date</u>	<u>Status</u>
Lofton Label LLC	LOFTON	5,494,092	06/12/2018	Active
Lofton Label LLC	LASTING IMPRESSIONS THAT STICK	5,265,703	08/15/2017	Active
Lofton Label LLC	 and design LLP	5,265,702	08/15/2017	Active
Sentry Equipment Erectors LLC (successor in interest to Sentry Equipment Erectors, Inc.)		98/051,057	06/20/2023	Active
Sentry Equipment Erectors LLC (successor in interest to Sentry Equipment Erectors, Inc.)		98/052,026	06/21/2023	Active

Schedule A  
to First Lien Trademark Security Agreement

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**RECORDED: 02/21/2024**

**TRADEMARK  
REEL: 008351 FRAME: 0189**