



05/24/2018



RECORDATION FORM
TRADEMARK 103679267

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):

CASE ENGINEERING, INC.

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

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

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

Execution Date(s) November 16, 2017

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: THE BRAND BANKING COMPANY

Street Address: 3328 Peachtree Road, Suite 400

City: Atlanta

State: GA

Country: USA Zip: 30326

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other State Bank Citizenship USA

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 _____

B. Trademark Registration No.(s)

4,156,700

Additional sheet(s) attached? Yes No

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

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

Name: Bradley E. Wahl

Internal Address: 201 17th Street, NW Suite 1700

Street Address: 201 17th Street, NW Suite 1700

City: Atlanta

State: Georgia Zip: 30363

Phone Number: 404-322-6250

Docket Number: _____

Email Address: allison.lynch@nelsonmullins.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ \$40.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

05/24/2018 KHGUYEH1 00000004 4156700

Deposit Account Number _____ 40.00 DP

Authorized User Name _____

9. Signature:

Signature

Bradley E. Wahl

Name of Person Signing

11/16/2017

Date

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

7

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of November 16, 2017, is made by BLAZER INTERCO, INC. ("Blazer"), BLAKE & PENDLETON, INC. ("Blake"), and CASE ENGINEERING, INC. ("Case"; with each of Blazer, Blake and Case referred to individually as a "Debtor" and collective as the "Debtors"), in favor of and THE BRAND BANKING COMPANY ("Bank")

WITNESSETH:

WHEREAS, Debtors and Bank have entered into a Loan and Security Agreement, dated as of even date herewith (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Loan Agreement");

WHEREAS, pursuant to the Loan Agreement, the Debtors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce Bank to enter into the Loan Agreement and to induce Bank to make its extensions of credit to Debtors thereunder, each of Debtors hereby agrees with Bank as follows:

Section 1. Defined Terms.

(a) Capitalized terms that are not otherwise defined herein shall have the meanings set forth herein:

"*Trademarks*" shall mean (a) all trademarks, trade names, fictitious business names, service marks, logos, trade dress and other source or business identifiers (whether registered or unregistered) of each Debtor, and all goodwill associated therewith, now existing or hereafter adopted or acquired by it, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including any of the foregoing referred to in Schedule 1, (b) the right to obtain all renewals thereof, and (c) all income, royalties, and proceeds at any time due or payable or asserted under or with respect to any of the foregoing.

"*Trademark License*" shall mean any agreement, whether written or oral, providing for the grant by or to any one or more of Debtors of any right to use any Trademark, including any of the foregoing referred to in Schedule 1.

(b) Other capitalized terms used herein without definition are used as defined in the Loan Agreement. Any requirement that a Debtor pay or reimburse the attorney's fees and expenses of Bank or any Person entitled to be indemnified by such Debtor shall be construed to mean the fees and expenses of outside counsel calculated at standard hourly rates

for work actually performed, rather than a percentage of principal and interest as provided in O.C.G.A. § 13-1-11.

Section 2. Grant of Security Interest in Trademark Collateral. Each Debtor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of each of Debtors, hereby mortgages and pledges to Bank, and grants to Bank a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral (the "*Trademark Collateral*"):

(a) all of its Trademarks and all Trademark Licenses providing for the grant by or to such Debtor of any right under any Trademark, including 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 Debt at any time due or payable or asserted under and with respect to 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.

Each Debtor represents and warrants that Schedule 1 hereto contains a complete list of all applications and registrations for Trademarks of (or owned by) each Debtor.

Section 3. Loan Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Bank pursuant to the Loan Agreement and each Debtor hereby acknowledges and agrees that the rights and remedies of Bank with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan 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 conflicts with any provision of the Loan Agreement, the provisions of the Loan Agreement shall govern.

Section 4. Debtors Remains Liable. Each Debtor hereby agrees that, anything herein to the contrary notwithstanding, it shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks subject to a security interest hereunder.

Section 5. Counterparts. 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Any scan or other electronic copy

of a manually signed original counterpart of this Trademark Security Agreement or any document or agreement executed in connection with this Trademark Security Agreement may be delivered by facsimile or electronic mail and the effectiveness of this Trademark Security Agreement or such other document or agreement and the signature hereon or thereon shall have the same force and effect as a manually signed original and shall be binding on the signing party.

Section 6. . Governing Law. **THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF GEORGIA (EXCLUDING ITS CONFLICT OF LAWS PROVISIONS IF SUCH PROVISIONS WOULD REQUIRE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION).**

[Remainder of page intentionally left blank;
signatures appear on the following page.]

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

BLAZER INTERCO, INC.

By: J. Allen King
Name: J. Allen King
Title: President

[SEAL]

BLAKE & PENDLETON, INC.

By: J. Allen King
Name: J. Allen King
Title: President

[SEAL]

CASE ENGINEERING, INC.

By: J. Allen King
Name: J. Allen King
Title: President

[SEAL]

ACCEPTED AND AGREED:

THE BRAND BANKING COMPANY

By: _____
Holly Sims, Senior Vice President

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

BLAZER INTERCO, INC.

By: _____
Name: _____
Title: _____

[SEAL]

BLAKE & PENDLETON, INC.

By: _____
Name: _____
Title: _____

[SEAL]

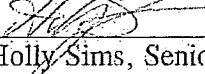
CASE ENGINEERING, INC.

By: _____
Name: _____
Title: _____

[SEAL]

ACCEPTED AND AGREED:

THE BRAND BANKING COMPANY

By:  _____
Holly Sims, Senior Vice President

Trademark Security Agreement

Schedule 1

<u>Owner</u>	<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
Blake & Pendleton, Inc.	BLAKE & PENDLETON	4,592,825 (US)	8/26/2014
Blake & Pendleton, Inc.	IZ SYSTEMS	4,600,829 (US)	9/9/2014
Case Engineering, Inc. AKA Case Controls CORPORATION INDIANA	AIRSTAR	4,156,700 (US)	6/12/2012
Case Engineering, INC AKA Case Controls CORPORATION INDIANA	CC CASE CONTROLS	4,117,488 (US)	3/27/2012
Case Engineering, INC AKA Case Controls CORPORATION INDIANA	AIR LOGIX	4,156,578 (US)	6/12/2012

D #



NELSON MULLINS

NELSON MULLINS RILEY & SCARBOROUGH LLP
ATTORNEYS AND COUNSELORS AT LAW

Atlantic Station
201 17th Street, NW | Suite 1700
Atlanta, GA 30363
T 404.322.6000 F 404.322.6050
nelsonmullins.com

May 16, 2018

VIA FEDERAL EXPRESS

Mail Stop Assignment Recordation Branch
Director of the USPTO
600 Dulany Street
Alexandria, VA 22314

RE: Recordation of Trademark Security Agreement
Case Engineering, Inc.
Our File: 032397/09047

Dear Sir/Madam:

Enclosed for filing please find a Recordation Form Cover Sheet "Trademarks Only", with a Trademark Security Agreement and a check to cover the recording fee.

Please call me at 404-322-6270 or send an email to Allison.lynch@nelsonmullins.com if you have any questions or need anything further to record the documents.

Very truly yours,

Allison C. Lynch
Assistant to Bradley E. Wahl

/acl
Enclosures