

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM495020

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Rider to Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Landpro Equipment LLC		10/22/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	PNC Bank		
Street Address:	1075 Peachtree Street NE		
Internal Address:	Suite 1800		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30309		
Entity Type:	national association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87368762	LANDPRO EQUIPMENT	
CORRESPONDENCE DATA			
Fax Number:	7044441111		
<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:	704-444-1124		
Email:	elaine.hunt@alston.com		
Correspondent Name:	Michele M. Glessner		
Address Line 1:	Alston & Bird LLP		
Address Line 2:	101 South Tryon Street, Suite 4000		
Address Line 4:	Charlotte, NORTH CAROLINA 28280-4000		
NAME OF SUBMITTER:	Elaine B. Hunt		
SIGNATURE:	/Elaine B. Hunt/		
DATE SIGNED:	10/23/2018		
Total Attachments: 6			
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Rider to Security Agreement – Trademarks



THIS RIDER TO SECURITY AGREEMENT (“Rider”) is executed as of this 22nd day of October, 2018, by and between LANDPRO EQUIPMENT LLC, a Delaware limited liability company (the “Grantor”) with an address at c/o Argonne Capital Group, 3060 Peachtree Road NW, Suite 400, Atlanta, Georgia 30305, Attention: Layton Grisette, or at such other location as the Borrower may designate from time to time and PNC BANK, NATIONAL ASSOCIATION (the “Bank”), with an address at 1075 Peachtree Street NE, Suite 1800, Atlanta, Georgia 30309, Attention: LandPro Relationship Manager, or such other address as the Bank may designate from time to time. This Rider is incorporated into and made part of that certain Security Agreement (“Security Agreement”) between the Grantor and the Bank dated October 22, 2018, and also into certain other financing documents and security agreements executed by and between the Grantor and the Bank or by and between the Borrower (as defined in the Security Agreement) and the Bank (all such documents including this Rider being collectively referred to as “Loan Documents”). All capitalized terms not otherwise defined in this Rider shall have the same meanings ascribed to such terms in the other Loan Documents.

The Grantor has registered, used and is using (or has filed applications, other than intent-to-use applications, for the registration of) certain trademarks and service marks that are owned by the Grantor, constitute Collateral and are listed on Schedule A attached hereto and made part hereof (each such mark, a “Trademark”, and all such marks hereinafter referred to as the “Trademarks”).

The Bank desires to acquire a lien and security interest on the Trademarks and the registration thereof, together with all the goodwill of the Grantor associated therewith and represented thereby, as security for all of the Obligations (as defined in the Security Agreement) to the Bank, and the Bank desires to have its security interest in such Trademarks confirmed by a document identifying same and in such form that it may be recorded in the United States Patent and Trademark Office.

NOW, THEREFORE, with the foregoing background deemed incorporated by reference and made part hereof, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. **Grant of Security Interest.** In consideration of and pursuant to the terms of the Loan Documents, and for other good, valuable and sufficient consideration, the receipt and sufficiency of which is hereby acknowledged, and to secure payment and performance of the Obligations, the Grantor grants a lien and security interest to the Bank in all its present and future right, title and interest in and to the Trademarks, together with all the goodwill of the Grantor associated with and represented by the Trademarks, and the non-intent-to-use applications for and registration thereof and the right (but not the obligation) to sue for past, present and future infringements of the Trademarks, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits.

2. **Representations and Warranties.** The Grantor represents, warrants and covenants that, for each Trademark that is material to the conduct of the business of Grantor: (a) such Trademark is subsisting and has not been abandoned, suspended, voluntarily terminated or canceled by the Grantor, has not been adjudged invalid or unenforceable, and to the Grantor’s knowledge, there is no reason why such Trademark should be adjudged invalid or unenforceable; (b) to the Grantor’s knowledge, such Trademark is valid and enforceable; (c) the Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to such Trademark, and such Trademark is free and clear of any liens, charges and encumbrances, except for Permitted Encumbrances; (d) the Grantor has the right to enter into this Rider and perform its terms; (e) the Grantor has used, and will continue to use for the duration of this Rider, consistent standards of quality in products leased or sold under such Trademark; and (f) the Grantor will not (and will not knowingly permit any licensee thereof to) do any act or knowingly omit to do any act whereby such Trademark may become invalidated, abandoned or unenforceable, in each case where such invalidation, abandonment, or unenforceability would not reasonably be

expected to have a materially adverse impact on the Bank, and shall promptly notify the Bank if it learns that any of the foregoing has occurred.

3. **Covenants.** The Grantor further covenants to the Bank that until all of the Obligations have been satisfied in full: (a) in its reasonable business judgment, to the extent necessary or useful in the conduct of its business, the Grantor shall maintain the Trademarks in full force and effect; (b) the Grantor will not enter into any agreements relating to any of the Trademarks which are inconsistent with the Grantor's obligations under this Rider or which restrict or impair in a material manner the Bank's rights hereunder; and (c) if the Grantor acquires ownership rights to any new non-intent-to-use Trademarks that constitute Collateral, the provisions of this Rider shall automatically apply thereto and the Grantor shall give the Bank prompt written notice thereof along with an amended Schedule A; provided, however, that notwithstanding anything to the contrary contained in this Agreement, the Grantor shall have the right to enter into agreements in the ordinary course of business with respect to the Trademarks.

5. **Exclusive Use of Trademarks.** So long as this Rider is in effect and so long as the Grantor has not received notice from the Bank that an Event of Default has occurred under the Loan Documents and that the Bank has elected to exercise its rights to assignment hereunder, the Grantor shall continue to have the exclusive right to use the Trademarks including licenses thereof, and the Bank shall have no right to use the Trademarks or issue any exclusive or non-exclusive license with respect thereto, or assign, pledge or otherwise transfer title in the Trademarks to anyone else.

6. **No Additional Trademarks.** Other than as listed on Schedule A, as of the date hereof, the Grantor does not own Trademarks registered in or the subject of pending applications in the United States Patent and Trademark Office or any similar office or agency in any other country or any political subdivision thereof.

7. **Pledge of Additional Trademarks.** In the event the Grantor, either itself or through any agent, employee, licensee or designee shall:

(a) file or record an application for the registration of any Trademark with the United States Patent and Trademark Office or any similar office or agency of the United States, any State thereof, or any other country or any political subdivision thereof; or

(b) file or record any assignment of any Trademark which the Grantor may acquire or own, with the United States Patent and Trademark Office or any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof;

the Grantor shall promptly, but in no event more than forty-five (45) days after the end of Grantor's fiscal quarter in which the Grantor makes such filing or recordation, notify the Bank thereof, and, upon request of the Bank shall promptly, but in no event more than thirty (30) days subsequent to such notice, execute and deliver any and all assignments, agreements, instruments, documents and papers as the Bank may reasonably request to evidence the Bank's interest in such Trademark and the goodwill of the Grantor associated thereto or represented thereby. The Grantor hereby grants the Bank a power of attorney, irrevocable until the Obligations are fully paid and satisfied, to modify this Rider by amending Schedule A, as applicable, to include any future Trademarks, including, without limitation, registrations or applications appurtenant thereto, covered by this Rider.

8. **Recordation of Rider.** The Grantor expressly acknowledges that this Rider shall be recorded with the Patent and Trademark Office in Washington, D.C.

9. **Remedies Upon Default.** The Bank's remedies are set forth in Section 6 of the Loan Agreement.

10. **Subject to Security Agreement.** This Rider shall be subject to the terms, provisions, and conditions set forth in the Security Agreement and may not be modified without the written consent of the party against whom enforcement is being sought. In the event of an inconsistency between this Rider and the Security Agreement, the language of the Security Agreement shall control.

11. **Termination of Agreement.** Upon payment and performance of all Obligations under the Loan Documents, the Bank shall execute and deliver to the Grantor all documents necessary to re-vest all rights in and to the Trademarks in the Grantor and/or terminate any interest of the Bank therein.

12. **Prosecution of Trademark Applications.**

(a) Subject to the terms of the Loan Documents, unless such Grantor determines in its reasonable business judgment that maintaining or pursuing an application or a registration for Trademarks is not desirable or necessary to its business, the Grantor shall have the duty to prosecute diligently any trademark application with respect to the Trademarks pending as of the date of this Rider or thereafter, until the Obligations shall have been satisfied in full and to preserve and maintain all rights in the registration and grant of the Trademarks. Subject to the terms of the Loan Documents, the Grantor shall have the duty to exercise, in its reasonable business judgment and sole discretion, actions to enforce its rights in the Trademarks in response to a known infringement of the Trademarks. Any reasonable expenses incurred in connection with such applications or defense of said Trademarks shall be borne by the Grantor.

(b) The Grantor shall have the right to bring suit in its own name to enforce the Trademarks, in which event the Bank may, if the Grantor deems it necessary or after an Event of Default under the Loan Documents, be joined as a nominal party to such suit if the Bank shall have been satisfied that it is not thereby incurring any risk of liability because of such joinder.

13. **GOVERNING LAW AND JURISDICTION; WAIVER OF JURY TRIAL. SECTIONS 10.14 (GOVERNING LAW AND JURISDICTION) AND 10.15 (WAIVER OF JURY TRIAL) OF THE LOAN AGREEMENT ARE HEREBY INCORPORATED BY REFERENCE *MUTATIS MUTANDIS*.**

14. **Counterparts.** This Rider may be signed in any number of counterpart copies and by the parties hereto on separate counterparts, but all such copies shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile transmission shall be effective as delivery of a manually executed counterpart. Any party so executing this Agreement by facsimile transmission shall promptly deliver a manually executed counterpart, provided that any failure to do so shall not affect the validity of the counterpart executed by facsimile transmission.

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WITNESS the due execution hereof, as of the date first written above.

LANDPRO EQUIPMENT LLC

By: 

Name: Ryan Payment

Title: Vice President of Finance

PNC BANK, NATIONAL ASSOCIATION

By: _____

Print Name: _____


Title: _____

WITNESS the due execution hereof, as of the date first written above.

LANDPRO EQUIPMENT LLC

By: _____
Name: Ryan Payment
Title: Vice President of Finance

PNC BANK, NATIONAL ASSOCIATION

By:  _____
Print Name: Brandon K. Fiddler
Title: Senior Vice President

SCHEDULE A

TRADEMARK	APPLICATION OR REGISTRATION NO.	COUNTRY	REGISTRATION OR FILING DATE
LANDPRO EQUIPMENT	RN: n/a SN: 87/368,762	United States	March 13, 2017