

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM644220

| | |
|------------------------------|-------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---------------------------------|----------|----------------|-------------------------------------|
| Federal Heath Sign Company, LLC | | 04/30/2021 | Limited Liability Company: DELAWARE |

RECEIVING PARTY DATA

| | |
|--------------------------|------------------------------------|
| Name: | Comerica Bank |
| Street Address: | 39200 Six Mile Road |
| Internal Address: | MC 7578 |
| City: | Livonia |
| State/Country: | MICHIGAN |
| Postal Code: | 48152 |
| Entity Type: | a Texas banking association: TEXAS |

PROPERTY NUMBERS Total: 11

| Property Type | Number | Word Mark |
|----------------------|---------|---|
| Registration Number: | 5212572 | FH FEDERAL HEATH VISUAL COMMUNICATIONS |
| Registration Number: | 4595911 | FED · BOND |
| Registration Number: | 4925486 | DURACOLOR A FEDERAL HEATH BRAND |
| Registration Number: | 4855031 | WE LIGHT UP LAS VEGAS |
| Registration Number: | 4664187 | BRINGING YOUR BRAND TO LIFE |
| Registration Number: | 3102998 | MX SERVICES |
| Registration Number: | 2991957 | FH FEDERAL HEATH SIGN COMPANY |
| Registration Number: | 2934950 | FEDERAL HEATH |
| Registration Number: | 2934952 | MX SERVICES SIGN & LIGHTING MAINTENANCE |
| Registration Number: | 3127413 | DURACOLOR |
| Registration Number: | 1715737 | COLITE |

CORRESPONDENCE DATA

Fax Number: 7349302494

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.

Phone: 7349302488

Email: ipfilings@bodmanlaw.com

Correspondent Name: Susan M. Kornfield - Bodman PLC

TRADEMARK

Address Line 1: 201 South Division Suite 400
Address Line 4: Ann Arbor, MICHIGAN 48104

NAME OF SUBMITTER: Susan M. Kornfield

SIGNATURE: /susan m. kornfield/

DATE SIGNED: 05/04/2021

Total Attachments: 6

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AGREEMENT

(Trademark)

THIS AGREEMENT (TRADEMARK) ("Agreement"), dated as of April 30, 2021, between **Federal Heath Sign Company, LLC** ("Debtor") and **Comerica Bank** ("Secured Party").

WITNESSETH

A. WHEREAS, pursuant to that certain Letter Agreement dated even date herewith (as amended, restated or otherwise modified from time to time, the "Letter Agreement") by and between Debtor and Secured Party, the Secured Party has agreed, subject to the satisfaction of certain terms and conditions, to make certain loans and advances to the Debtor; and

B. WHEREAS, in connection with the Letter Agreement, the Debtor has executed and delivered that certain Security Agreement, dated even date herewith, to the Secured Party (as amended or otherwise modified from time to time, the "Security Agreement"); and

C. WHEREAS, as a condition precedent to the making of the loans and advances under the Letter Agreement, the Debtor is required to execute and deliver this Agreement and to further confirm the grant to the Secured Party for the benefit of the Secured Party a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Indebtedness (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, and in order to induce the Secured Party to make loans and advances to the Debtor, Debtor agrees, for the benefit of the Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment and performance when due of all of the Indebtedness, Debtor does hereby mortgage, pledge and hypothecate to the Secured Party, and grant to the Secured Party a security interest in, all of the following property of Debtor (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:

(a) all license agreements with any other Person in connection with any of the Trademarks or such other Person's names or trademarks, whether the Debtor is a licensor or a licensee under any such license agreement, including, without limitation, the license agreements listed on *Schedule 1.1* hereto and made a part hereof, subject, in each case, to the terms of such license agreements, and the right to prepare for sale, and to sell and advertise for sale, all inventory now or hereafter covered by such licenses;

(b) all trademarks, service marks, trade names, trade dress or other indicia of trade origin, trademark and service mark registrations, and applications for trademark or service mark registrations (except for "intent to use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of said Act has been filed), and

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any renewals thereof, including, without limitation, each registration and application identified on *Schedule 1.1* attached hereto and made a part hereof, and including without limitation (a) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (b) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all Trademark Licenses entered into in connection therewith, and damages and payments for past or future infringements thereof) and (c) all rights corresponding thereto and all other rights of any kind whatsoever of the Debtor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin;

(c) all renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by each of the items described in, clauses (a), (b) and (c); and

(e) all proceeds of, and rights associated with, the foregoing, including any right to sue or claim by the Debtor against third parties for past, present, or future infringement or dilution of any Trademark, Trademark registration, or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Schedule 1.1 attached hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Debtor for the purpose of registering the security interest of the Secured Party in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party under the Security Agreement as security for the discharge and performance of the Indebtedness. The Security Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. [Intentionally deleted].

SECTION 5. Acknowledgment. The Debtor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Documents, etc. This Agreement is a Loan Document executed pursuant to the Letter Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Letter Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

[Remainder of Page Intentionally Left Blank]

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

DEBTORS:

FEDERAL HEATH SIGN COMPANY, LLC

By: 

Diane M. Hendricks
Its: Manager and Chairperson

SECURED PARTY:

COMERICA BANK

By: _____

Its: _____

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

DEBTORS:

FEDERAL HEATH SIGN COMPANY, LLC

By: _____

Diane M. Hendricks

Its: Manager and Chairperson

SECURED PARTY:

COMERICA BANK



By: Carl Thomas


Its: Officer

SCHEDULE 1.1

Trademark Collateral

U.S. TRADEMARKS

| Mark | App. No. | Filing Date | Reg. No. | Reg Date | Owner | Security Interests |
|---|-----------|-------------|-----------|----------|--|--------------------|
|  | 87/162272 | 9/6/16 | 5,212,572 | 5/30/17 | Federal Heath Sign Company (a Delaware LLC) | None |
| FED · BOND | 86/111745 | 11/6/13 | 4,595,911 | 9/2/14 | Federal Heath Sign Company, LLC (a Delaware LLC) | None |
|  | 86/609970 | 4/25/15 | 4,925,486 | 3/29/16 | Federal Heath Sign Company, LLC (a Delaware LLC) | None |
| WE LIGHT UP LAS VEGAS | 86/588701 | 4/6/15 | 4,855,031 | 11/17/15 | Federal Heath Sign Company, LLC (a Delaware LLC) | None |
| BRINGING YOUR BRAND TO LIFE | 85/737174 | 9/24/12 | 4,664,187 | 12/30/14 | Federal Heath Sign Company, LLC (a Delaware LLC) | None |
| MX SERVICES | 78/374609 | 2/26/04 | 3,102,998 | 6/13/06 | Federal Heath Sign Company, LLC (a Delaware LLC) | None |
|  | 78/374673 | 2/26/04 | 2,991,957 | 9/6/05 | Federal Heath Sign Company, LLC (a Delaware LLC) | None |

| Mark | App. No. | Filing Date | Reg. No. | Reg. Date | Owner | Security Interests |
|---|-----------|-------------|-----------|-----------|---|--------------------|
| FEDERAL HEATH | 78/374421 | 2/26/04 | 2,934,950 | 3/22/05 | Federal Heath Sign Company, LLC (a Delaware LLC) | None |
|  | 78/374636 | 2/26/04 | 2,934,952 | 3/22/05 | Federal Heath Sign Company, LLC (a Delaware LLC) | None |
| DURACOLOR | 76/611324 | 9/14/04 | 3,127,413 | 8/8/06 | Federal Heath Sign Company, LLC (a Delaware LLC) | None |
| COLITE | 74/127848 | 1/4/91 | 1,715,737 | 9/15/92 | Federal Heath Sign Company, LLC (a Delaware LLC) | None |