

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM645086

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KUSTOM US, INC.		04/30/2021	Corporation: OHIO
RECEIVING PARTY DATA			
Name:	Fifth Third Bank, National Association		
Street Address:	38 Fountain Square Plaza		
Internal Address:	Fifth Third Center		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45263		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	90199520	TRUST THAT BUILDS	
CORRESPONDENCE DATA			
Fax Number:			
	<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>		
Email:	lvincent@mcguirewoods.com		
Correspondent Name:	Stephanie A. Martinez		
Address Line 1:	800 East Canal Street		
Address Line 4:	Richmond, VIRGINIA 23219		
NAME OF SUBMITTER:	Stephanie Martinez		
SIGNATURE:	/Stephanie Martinez/		
DATE SIGNED:	05/07/2021		
Total Attachments: 4			
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OP \$40.00 90199520

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Agreement”) dated as of April 30, 2021, is made by KUSTOM US, INC., an Ohio corporation (“Grantor”), in favor of FIFTH THIRD BANK, NATIONAL ASSOCIATION, as agent (in such capacity, “Agent”) for the lenders from time to time party to the Credit Agreement (as defined below).

A. Grantor and Agent are parties to that certain Credit Agreement dated as of the date hereof (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), and certain related collateral documents (together with the Credit Agreement, the “Loan Documents”), pursuant to which the Agent has agreed to extend loans and other financial accommodations to Grantor and Grantor has granted to the Agent a security interest in substantially all the assets of Grantor, including all right, title, and interest of Grantor in, to, and under all now owned and hereafter acquired trademarks, trademark applications, and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantor under the Agreement.

B. Pursuant to the Loan Documents, the Grantor is required to execute and deliver this Agreement to the Agent.

NOW, THEREFORE, in consideration of the mutual agreements set forth herein and in the Loan Documents, Grantor does hereby grant to the Agent a continuing security interest in all of Grantor’s rights, titles, and interests in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application of Grantor, including, without limitation, each trademark and trademark application of Grantor referred to in *Schedule 1* annexed hereto, together with any reissues, continuations, or extensions thereof and all goodwill associated therewith (provided, however, that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of any registration issuing from such intent-to-use applications under applicable federal law);
- (2) each trademark license of Grantor, including, without limitation, each trademark license of Grantor listed on *Schedule 1* annexed hereto, together with all goodwill associated therewith; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in *Schedule 1* annexed hereto, any trademark issued pursuant to a trademark application referred to in *Schedule 1* annexed hereto and any trademark licensed under any trademark license listed on *Schedule 1* annexed hereto (items (1) through (3) being herein collectively referred to as the “Trademark Collateral”).

This security interest is granted in conjunction with the security interests granted to Agent pursuant to the Loan Documents and subject to limitations set forth therein. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Documents, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed to them in the Credit Agreement.

Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

KUSTOM US, INC., an Ohio corporation

By: 

Name: Andrew L. Zavadney, Jr.

Title: President and Chief Executive Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007285 FRAME: 0297

Acknowledged:

FIFTH THIRD BANK, NATIONAL ASSOCIATION

By: _____

Name: Nimit Kapoor

Title: Vice President



{Signature Page to Trademark Security Agreement}

SCHEDULE 1

Trademarks, Trademark Applications, and Trademark Licenses

Grantor	Mark	Trademark Number	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
KUSTOM US, INC.	Trust that Builds	[N/A]	90199520	[N/A]	[_/_/[_]]	[N/A]