

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM657747

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	Security Agreement
RESUBMIT DOCUMENT ID:	900620302

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
DBI Holding LLC		05/27/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	PNC BANK, NATIONAL ASSOCIATION, as Agent
Street Address:	340 Madison Avenue
Internal Address:	11th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10173
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	4507209	DBI SERVICES

CORRESPONDENCE DATA

Fax Number: 8009144240
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: 800-713-0755
Email: Ted.mulligan@wolterskluwer.com
Correspondent Name: CT Corporation
Address Line 1: 4400 Easton Commons Way
Address Line 2: Suite 125
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Gloria Sheehan
SIGNATURE:	/Gloria Sheehan/
DATE SIGNED:	07/02/2021

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "**Trademark Security Agreement**"), dated as of May 27, 2021, is made by DBI HOLDING LLC, a Delaware limited liability company ("**Grantor**"), in favor of PNC BANK, NATIONAL ASSOCIATION ("**Grantee**"), as agent for the financial institutions which are now or which hereafter become a party (collectively, the "**Lenders**" and each individually, a "**Lender**") to that certain Revolving Credit, Term Loan and Security Agreement and Guaranty (as in effect on the date hereof and as amended, restated, modified and supplemented from time to time, the "**Credit Agreement**"), dated of even date herewith, by and among Grantor, DBI SERVICES, LLC, a Delaware limited liability company ("**DBI Services**"), DBI CANADA, LLC, a Delaware limited liability company ("**DBI Canada**"), DEANGELO BROTHERS, LLC, a Pennsylvania limited liability company ("**DeAngelo LLC**"), DIGITAL TRAFFIC SYSTEMS, INC., a Delaware corporation ("**DTS**"), INFRASTRUCTURE COMPANY OF AMERICA, LLC, a Tennessee limited liability company ("**ICA**"), and DEANGELO BROTHERS CORPORATION, a Nova Scotia unlimited company ("**DeAngelo Corp**"), and together with DBI Services, DBI Canada, DeAngelo LLC, DTS, ICA each Person joined thereto as a borrower from time to time, each a "**Borrower**" and, individually and collectively, jointly and severally, "**Borrowers**"), the other Guarantors party thereto, Grantee and Lenders.

WHEREAS, pursuant to the Credit Agreement, the Lenders have extended and may extend certain loans and other financial accommodations to the Borrowers;

WHEREAS, under the terms of the Credit Agreement, the Grantor has granted to Grantee a security interest in, among other property, the intellectual property of the Grantor; and

WHEREAS, the Grantor has agreed to execute and deliver this Trademark Security Agreement for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office ("**USPTO**").

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

1. **Defined Terms.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. **Grant of Security.** Grantor hereby pledges and grants to the Grantee a security interest in and to all of the right, title and interest of Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "**Trademark Collateral**"):

(a) the trademarks and trademark applications set forth on Schedule I hereto and all renewals and extensions thereof and amendments thereto and the goodwill associated therewith and with Grantor's business symbolized by the foregoing or connected therewith (the "**Trademarks**");

(b) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages,

restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, dilution, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

Notwithstanding anything contained in this Trademark Security Agreement to the contrary, the term "Trademark Collateral" shall not include any United States intent-to-use trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the USPTO; provided, that, upon such filing and acceptance, such intent-to-use trademark application shall be considered Trademark Collateral.

3. Recordation. Grantor hereby authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon request by the Grantee.

4. Other Documents. This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Credit Agreement, which is hereby incorporated by reference. The provisions of the Credit Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Grantee with respect to the Trademark Collateral are as provided by the Credit Agreement and Other Documents and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

5. Special Power of Attorney. Grantor will, concurrently with the execution and delivery of this Trademark Security Agreement, execute and deliver to Grantee an original of a Special Power of Attorney for the implementation of the assignment, sale or other disposition of the Trademark Collateral pursuant to Grantee's exercise of the rights and remedies granted to Grantee hereunder and under the Other Documents.

6. Execution in Counterparts. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or in electronic format (*i.e.*, "pdf" or "tif") shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

7. Successors and Assigns. This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

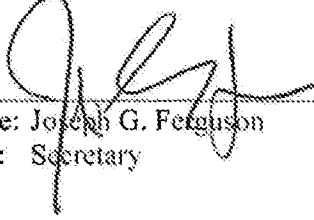
8. Governing Law. This Trademark Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

9. Disputes. All claims, disputes and controversies between the Grantor and Grantee, whether in tort, contract or otherwise, arising out of or relating in any way to this Trademark Security Agreement, shall be governed by the dispute resolution provisions set forth in the Credit Agreement.

[Signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its duly authorized officer as of the date first above written.

DBI HOLDING LLC

By: 
Name: Joseph G. Ferguson
Title: Secretary

[Signature Page to Trademark Security Agreement]

AGREED TO AND ACCEPTED:

PNC BANK, NATIONAL ASSOCIATION,
as Grantee and Agent for the Lenders

By:



Name: Mitchell Rubin



Title: vice president

Address: 340 Madison Avenue
New York, NY 10173

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007342 FRAME: 0412

SCHEDULE 1
TRADEMARKS AND TRADEMARK APPLICATIONS

<u>Country</u>	<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
United States		4,507,209	April 10, 2014
Canada		TMA911757	August 19, 2015

[Schedule 1 - Trademark Security Agreement]