TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM719711

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
24 Hour Elevator, Inc.		04/07/2022	Corporation: CALIFORNIA

RECEIVING PARTY DATA

Name:	Antares Capital LP, as Administrative Agent	
Street Address:	500 W. Monroe Street	
City:	Chicago	
State/Country:	ILLINOIS	
Postal Code:	60661	
Entity Type:	Limited Partnership: DELAWARE	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	6135847	24 HOUR ELEVATOR, INC.

CORRESPONDENCE DATA

Fax Number: 2138918763

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.

rhonda.deleon@lw.com Email: LATHAM & WATKINS LLP Correspondent Name: Address Line 1: 355 SOUTH GRAND AVENUE

Address Line 4: LOS ANGELES, CALIFORNIA 90071-1560

ATTORNEY DOCKET NUMBER:	057121-0602
NAME OF SUBMITTER:	Rhonda DeLeon
SIGNATURE:	/Rhonda DeLeon/
DATE SIGNED:	04/07/2022

Total Attachments: 6

source=3Phase (Berkshire) - Trademark Security Agreement#page1.tif source=3Phase (Berkshire) - Trademark Security Agreement#page2.tif source=3Phase (Berkshire) - Trademark Security Agreement#page3.tif source=3Phase (Berkshire) - Trademark Security Agreement#page4.tif source=3Phase (Berkshire) - Trademark Security Agreement#page5.tif source=3Phase (Berkshire) - Trademark Security Agreement#page6.tif

> TRADEMARK REEL: 007684 FRAME: 0773

900686545

TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of dated as of April 7, 2022, by and among 24 Hour Elevator, Inc., a California corporation ("24 Hour"), GABLE ELEVATOR, INC., an Ohio corporation ("Gable") and SESH Intermediate, LLC, a Delaware corporation ("SESH" and, together with 24 Hour and Gable, each, a "Grantor", and, collectively, the "Grantors"), in favor of Antares Capital LP, in its capacity as Administrative Agent for the Secured Parties.

WITNESSETH:

WHEREAS, the Grantors are party to a Security Agreement dated as of June 23, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Administrative Agent, for the benefit of the Secured Parties, pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantors hereby agree with the Administrative Agent as follows:

SECTION 1. <u>Defined Terms</u>. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement or the Credit Agreement, as applicable.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its rights, titles and interests in, to and under all the following Collateral (excluding any Excluded Assets) of such Grantor: all Trademarks of such Grantor, including those listed on Schedule I attached hereto, and all goodwill connected with the use of and symbolized thereby.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement and the Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms of which are incorporated herein by reference. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the parties otherwise agree in writing.

SECTION 4. <u>Termination</u>. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof with respect to any Grantor, the Administrative Agent shall, at the expense of such Grantor, execute, acknowledge, and deliver to such Grantor an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement by telecopier or in electronic (*i.e.*, "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement. The words "execution," "signed," "signature," and words of like import relating to this Trademark Security Agreement shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable Law, including the Federal Electronic

TRADEMARK
REEL: 007684 FRAME: 0774

Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

[Signature pages follow]

2

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

SESH INTERMEDIATE, LLC 24 HOUR ELEVATOR, INC.

By: Donovan Mckeener

Name: Donovan McKeever

Title: President

GABLE ELEVATOR, INC.

By: Name: Leanne Flannery

Title: Secretary

[Signature Page to Trademark Security Agreement]

TRADEMARK REEL: 007684 FRAME: 0776 **IN WITNESS WHEREOF,** each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

SESH INTERMEDIATE, LLC 24 HOUR ELEVATOR, INC.

By:

Name: Donovan McKeever

Title: President

GABLE ELEVATOR, INC.

DocuSigned by:

By: learne Flannery

Name: Leanne Flannery
Title: Secretary

ANTARES CAPITAL LP, as Administrative Agent

By:

Name: Bradley Kimme

Title: Duly Authorized Signatory

[Signature Page to Trademark Security Agreement]

RECORDED: 04/07/2022

TRADEMARK REEL: 007684 FRAME: 0778