

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM790809

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cardone Industries, Inc.		03/01/2023	Corporation: DELAWARE
SMART CHOICE, LLC		03/01/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Brookfield Principal Credit LLC		
Street Address:	250 Vesey Street		
Internal Address:	15th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10281-1023		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 23			
Property Type	Number	Word Mark	
Registration Number:	6555392	CARDONE WE BUILD IT BETTER	
Registration Number:	6540073	CARDONE	
Registration Number:	6521034	CARDONE	
Registration Number:	4267746	MAGNA-PURE	
Registration Number:	4146199	OEM ORIGINAL EQUIPMENT REMANUFACTURED	
Registration Number:	3900016	MAGNA-PURE	
Registration Number:	3245426	CARDONE SELECT	
Registration Number:	3661977	MAG-FLOW	
Registration Number:	3659298	MAG-FLOW	
Registration Number:	3444324	CARDONE	
Registration Number:	1812087	PRO TECH	
Registration Number:	3680534	TOTAL ECLIPSE	
Registration Number:	3680533	TOTAL ECLIPSE	
Registration Number:	3230206	CARDONE SELECT	
Registration Number:	2986974	CARDONE SELECT	
Registration Number:	2928599	A1 CARDONE	
Registration Number:	2860828	FRICTION CHOICE	

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Property Type	Number	Word Mark
Registration Number:	3233923	CARDONE WEBCAT
Registration Number:	2076817	CARDONE
Registration Number:	2080671	A1
Registration Number:	1226585	A1
Registration Number:	5216901	DIESEL SELECT
Registration Number:	3410307	ROTOMASTER

CORRESPONDENCE DATA

Fax Number: 2123108007

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: 2123108000

Email: juan.arias@weil.com

Correspondent Name: Kristen Shaw

Address Line 1: Weil, Gotshal & Manges LLP

Address Line 2: 767 Fifth Avenue

Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	Kristen Shaw - 29711.0471
NAME OF SUBMITTER:	Kristen Shaw
SIGNATURE:	/Kristen Shaw/
DATE SIGNED:	03/01/2023

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of March 1, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”), is made by each of the entities listed on the signature page hereof (each, a “Grantor”, and collectively, the “Grantors”), in favor of Brookfield Principal Credit LLC, as administrative agent and collateral agent for the benefit of the Lenders (in such capacities, together with its successors and permitted assigns, the “Administrative Agent”).

Introductory Statement

WHEREAS, pursuant to the Term Loan and Security Agreement dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Loan Agreement”) among CARDONE INDUSTRIES, INC., a Delaware corporation (the “Borrower”, “Cardone” or “Parent”), CARDONE HOLDCO, LP, a Delaware limited partnership (“Cardone Holdco”), SMART CHOICE, LLC, a Delaware limited liability company (“Smart Choice”), REMAN MANAGEMENT INTERNATIONAL LLC, a Pennsylvania limited liability company (“Reman”), TRIDONEX USA LLC, a Delaware limited liability company (“Tridonex”), GLOBAL REMAN. VENTURES, LLC, a Delaware limited liability company (“Global”), TRIDONEX S. de R.L. de C.V., (*sociedad de responsabilidad limitada de capital variable*) a limited liability company incorporated in Mexico (“Tridonex Mexico”), CARDONE de MEXICO S. de R.L. de C.V., (*sociedad de responsabilidad limitada de capital variable*) a limited liability company incorporated in Mexico (“Cardone Mexico”), 1137602 B.C. UNLIMITED LIABILITY COMPANY, an unlimited liability company organized under the laws of the province of British Columbia, Canada (“BC Unlimited”), and CARDONE INDUSTRIES ULC, an unlimited liability company organized under the laws of the province of Nova Scotia, Canada (“Cardone ULC” and, together with Cardone Holdco, Smart Choice, Reman, Tridonex, Global, Tridonex Mexico, Cardone Mexico and BC Unlimited and any Additional Guarantor that joins as a Guarantor, each individually a “Guarantor” and collectively, the “Guarantors”), the other Loan Parties party thereto, the Lenders from time to time party thereto and the Administrative Agent, the Lenders have agreed to make Loans to the Borrower on and subject to the terms and conditions set forth therein; and

WHEREAS, pursuant to the Loan Agreement, the Grantors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, and to induce the Administrative Agent and the Lenders to enter into the Loan Agreement, to induce the Lenders to make their respective Loans to the Borrower thereunder, and to induce the Administrative Agent to act in its respective agency capacities thereunder, and intending to be legally bound, each Grantor hereby agrees with the Administrative Agent, for the benefit of the Lenders, as follows:

Section 1. Defined Terms. All uppercase terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, hereby pledges, collaterally assigns and transfers to the Administrative Agent for the benefit of the Lenders, and grants to the Administrative Agent for the benefit of the Lenders, a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, slogans, designs (and all translations, adaptations, derivations and combinations of the foregoing), indicia and other source and/or business identifiers and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (except for intent-to-use trademark applications prior to the filing of a statement of use except in connection with the transfer of the business to which the mark pertains), and all renewals thereof, including those listed on Schedule 1 (the "Trademarks");

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof. Notwithstanding the foregoing, there shall be no security interest or Lien on any Trademark application that is filed on an "intent-to-use" or proposed-use basis (until such time as a statement of use is filed with respect to such application and duly accepted by the United States Patent and Trademark Office or an amendment to allege use is submitted to and accepted by the Canadian Intellectual Property Office, as applicable).

Section 3. Loan Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the Liens and security interests granted to the Administrative Agent for the benefit of the Lenders pursuant to the Loan Agreement. Each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent and the obligations of each Grantor with respect to the Liens and security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement conflicts with any provision of the Loan Agreement, the Loan Agreement shall govern.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary actions in connection with their Trademarks and intellectual property licenses subject to a security interest hereunder.

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 this Trademark Security Agreement by facsimile or other electronic means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

Section 6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING, WITHOUT LIMITATION, THE VALIDITY, INTERPRETATION, CONSTRUCTION, BREACH, ENFORCEMENT OR TERMINATION AND PERFORMANCE HEREOF) SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, AND ANY CLAIM BY ANY PARTY HERETO AGAINST ANY OTHER PARTY HERETO (INCLUDING ANY CLAIMS SOUNDING IN CONTRACT OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE DETERMINED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

Section 7. WAIVER OF JURY TRIAL; DISPUTE RESOLUTION; JURISDICTION; VENUE; SERVICE OF PROCESS. EACH GRANTOR HEREBY IRREVOCABLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING (I) TO ENFORCE OR DEFEND ANY RIGHTS UNDER OR IN CONNECTION WITH THIS TRADEMARK SECURITY AGREEMENT, OR (II) ARISING FROM ANY DISPUTE OR CONTROVERSY IN CONNECTION WITH OR RELATED TO THIS TRADEMARK SECURITY AGREEMENT. EACH PARTY FURTHER AGREES THAT THE TERMS AND PROVISIONS OF SECTION 13.15.2 OF THE LOAN AGREEMENT (“CONSENT TO JURISDICTION, FORUM AND SERVICE OF PROCESS”) AND SECTION 13.16 OF THE LOAN AGREEMENT (“WAIVERS BY THE LOAN PARTIES”) ARE HEREBY INCORPORATED HEREIN BY REFERENCE, AND SHALL APPLY TO THIS TRADEMARK SECURITY AGREEMENT MUTATIS MUTANDIS AS IF FULLY SET FORTH HEREIN.

Section 8. Miscellaneous. The terms and provisions of Sections 13.4, 13.7, 13.8 and 13.12 of the Loan Agreement (“Severability”; “Execution in Counterparts”; “Notices and Communications”; “Entire Agreement”) are hereby incorporated herein by reference, and shall apply to this Trademark Security Agreement *mutatis mutandis* as if fully set forth herein. This Trademark Security Agreement shall constitute a “Loan Document” for all purposes of the Loan Agreement and the other Loan Documents.

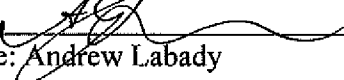
[signatures begin on next page]

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

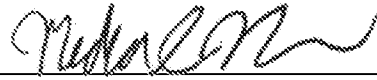
CARDONE INDUSTRIES, INC., as Grantor

By: 
Name: Andrew Labady
Title: Chief Financial Officer

SMART CHOICE, LLC, as Grantor

By: 
Name: Andrew Labady
Title: Treasurer

BROOKFIELD PRINCIPAL CREDIT LLC, as
Administrative Agent

By: _____

Name: Michael Rudnick


Title: Senior Vice President


SCHEDULE 1


TO

TRADEMARK SECURITY AGREEMENT

	U.S. Serial Number	Reg. Number	Filing Date / Registration Date	Mark	Owner of Record
3.	87608134	6555392	11-9-2021	(CARDONE WE BUILD IT BETTER) CARDONE WE BUILD IT BETTER	Cardone Industries, Inc.
5.	87549401	6540073	10-26-2021	(CARDONE) CARDONE	Cardone Industries, Inc.
6.	87550796	6521034	10-12-2021	(CARDONE) CARDONE	Cardone Industries, Inc.
16.	85613418	4267746	1-2-2013	(MAGNA-PURE) MAGNA-PURE	Cardone Industries, Inc.
17.	85429003	4146199	5-22-2012	(OEM ORIGINAL EQUIPMENT REMANUFACTURED)	Cardone Industries, Inc.

	U.S. Serial Number	Reg. Number	Filing Date / Registration Date	Mark	Owner of Record
					
19.	85039037	3900016	1-4-2011	MAGNA-PURE	Cardone Industries, Inc.
20.	78566466	3245426	5-22-2007	(CARDONE SELECT) 	Cardone Industries, Inc.
21.	77977394	3661977	7-28-2009	(MAG-FLOW) 	Cardone Industries, Inc.
22.	77976745	3659298	1-21-2009	MAG-FLOW	Cardone Industries, Inc.
23.	77266377	3444324	6-10-2008	(CARDONE) 	Cardone Industries, Inc.
25.	74293853	1812087	12-21-1993	PRO TECH	Cardone Industries, Inc.
27.	77328975	3680534	9-8-2009	(TOTAL ECLIPSE) 	Cardone Industries, Inc.

	U.S. Serial Number	Reg. Number	Filing Date / Registration Date	Mark	Owner of Record
28.	77328962	3680533	9-8-2009	TOTAL ECLIPSE	Cardone Industries, Inc.
31.	76588903	3230206	4-17-2007	CARDONE SELECT	Cardone Industries, Inc.
32.	76574224	2986974	8-23-2005	(CARDONE SELECT) 	Cardone Industries, Inc.
33.	76572749	2928599	3-1-2005	(A1 CARDONE) 	Cardone Industries, Inc.
34.	76385394	2860828	7-6-2004	FRICTION CHOICE	Cardone Industries, Inc.
35.	76599472	3233923	4-24-2007	CARDONE WEBCAT	Cardone Industries, Inc.
37.	74724320	2076817	7-8-1997	CARDONE	Cardone Industries, Inc.
38.	74724319	2080671	7-22-1997	A1	Cardone Industries, Inc.
39.	73327283	1226585	2-8-1983	(A1) 	Cardone Industries, Inc.
40.	87149735	5216901	6-6-2017	(DIESEL SELECT)	ADP Distributors USA, Inc.

	U.S. Serial Number	Reg. Number	Filing Date / Registration Date	Mark	Owner of Record
				diesel  select	
41.	78436414	3410307	4-802008	ROTOMASTER	ADP Distributors USA, Inc.