

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM821113

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
STREET SMART RENTALS, LLC		06/22/2023	Limited Liability Company: DELAWARE
SUPERIOR TRAFFIC SYSTEMS, LLC		06/22/2023	Limited Liability Company: MONTANA
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 Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4244367	STREET SMART RENTAL	
Registration Number:	5730296	SMART ARROW BOARD	
Registration Number:	6267518		
Registration Number:	6435096	TESS	
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:	trademarks@mcguirewoods.com		
Correspondent Name:	Christel Harlacher c/o McGuireWoods LLP		
Address Line 1:	800 East Canal Street		
Address Line 4:	Richmond, VIRGINIA 23219		
NAME OF SUBMITTER:	Christel E. Harlacher		
SIGNATURE:	/Christel E. Harlacher/		
DATE SIGNED:	06/30/2023		
Total Attachments: 5			

OP \$115.00 4244367

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Agreement”) dated as of June 22, 2023, is made by STREET SMART RENTALS, LLC, a Delaware limited liability company (“SSR”), and SUPERIOR TRAFFIC SYSTEMS, LLC, a Montana limited liability company (“ST Systems” and together with SSR, the “Grantors” and each, a “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. Grantors 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 Grantors and certain of its affiliates and Grantors have granted to the Agent a security interest in substantially all the assets of Grantors, including all right, title, and interest of Grantors 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 Grantors under the Agreement.

B. Pursuant to the Loan Documents, the Grantors are 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, Grantors do hereby grant to the Agent a continuing security interest in all of Grantors 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 Grantors, including, without limitation, each trademark and trademark application of Grantors 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 Grantors, including, without limitation, each trademark license of Grantors 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 Grantors 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”).

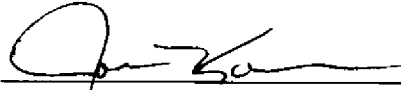
This security interest is granted in conjunction with the security interests granted to Agent pursuant to the Loan Documents and subject to limitations set forth therein. Grantors hereby acknowledge and affirm that the rights and remedies of Agent with respect to the security interest in the Trademark 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.

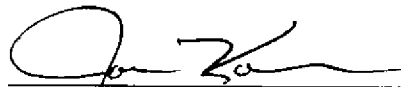
[SIGNATURE PAGE TO FOLLOW]

Each 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.

STREET SMART RENTALS, LLC

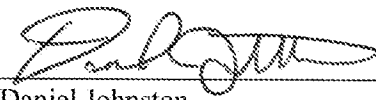
By: 
Name: Josh Koch
Title: Controller and Secretary

SUPERIOR TRAFFIC SYSTEMS, LLC, as a Grantor
immediately following the consummation of the
Closing Date Acquisition

By: 
Name: Josh Koch
Title: Controller and Secretary


Acknowledged:

FIFTH THIRD BANK, NATIONAL ASSOCIATION

By: 
Name: Daniel Johnston
Title: Vice President

SCHEDULE 1

Trademarks, Trademark Applications, and Trademark Licenses

GRANTOR	MARK	REGISTRATION NUMBER
Street Smart Rentals, LLC	STREET SMART RENTAL	4244367
Street Smart Rentals, LLC	SMART ARROW BOARD	5730296
Superior Traffic Systems, LLC		6267518
Superior Traffic Systems, LLC	TESS	6435096