

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM826033

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Richards Mfg. Co. Sales, LLC		07/21/2023	Limited Liability Company: DELAWARE
Electronic Technology, LLC		07/21/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Capital One, National Association		
Street Address:	299 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10171		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Serial Number:	97248676	RICHARDS	
Serial Number:	97248684	R	
Serial Number:	97248699	R RICHARDS MANUFACTURING CO.	
Serial Number:	97248837	MNPR	
Serial Number:	97248864	313NP	
Serial Number:	97248870	416NP	
Serial Number:	97248892	SSC	
Serial Number:	97248895	CSH	
Serial Number:	97248744	ETI	
Serial Number:	97248759	ETI	
CORRESPONDENCE DATA			
Fax Number:	6175269899		
<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>			
Phone:	617.526.9686		
Email:	ypan@proskauer.com		
Correspondent Name:	Kathryn S. Buckley		

CH \$265.00 97248676

Address Line 1: Proskauer Rose LLP
Address Line 2: One International Place
Address Line 4: Boston, MASSACHUSETTS 02110-2600

ATTORNEY DOCKET NUMBER: 87863.002

NAME OF SUBMITTER: Kathryn S. Buckley

SIGNATURE: /Kathryn S. Buckley/

DATE SIGNED: 07/21/2023

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

WHEREAS, Richards Mfg. Co. Sales, LLC and Electronic Technology, LLC (herein referred to, collectively, as the “**Grantors**”) owns, the Trademark Collateral (as defined below);

WHEREAS, Relay Purchaser, LLC, a Delaware limited liability company (the “**Borrower**”), Relay Intermediate, LLC, a Delaware limited liability company, as Holdings, the Lenders from time to time party thereto, and Capital One, National Association, as Administrative Agent and Collateral Agent, are parties to that certain Credit Agreement, dated as of July 21, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”); and

WHEREAS, pursuant to that certain Security Agreement, dated as of July 21, 2023, (as amended and/or supplemented from time to time, the “**Security Agreement**”) among the Borrower, the Guarantors party thereto and Capital One, National Association, as Collateral Agent for the Secured Parties referred to therein (in such capacity, together with its successors and permitted assigns in such capacity, the “**Grantee**”), the Grantors have secured certain of its obligations (its “**Secured Obligations**”) by granting to the Grantee for the benefit of such Secured Parties a continuing security interest (the “**Transaction Liens**”) in certain personal property of the Grantors, including all right, title and interest of the Grantors in, to and under the Trademark Collateral (as defined below).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors grant to the Grantee, to secure its Secured Obligations, a continuing security interest in all of the Grantors’ right, title and interest in, to and under the following to the extent it constitutes Collateral (including giving effect to the proviso in Section 2(a) thereof) (all of the following items, to the extent constituting Collateral being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or hereafter acquired or arising:

- (i) each Trademark registration and application thereof owned by the Grantors and identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark; and
- (ii) all Proceeds of the foregoing.

This Trademark Security Agreement shall not constitute a grant of a security interest in any property to the extent that and for as long as such property is excluded as Collateral by the terms of the Security Agreement, including in any Excluded Property.

The Grantors irrevocably appoint the Grantee its true and lawful attorney, with full power of substitution, in the name of the Grantors, any Secured Party or otherwise, for the sole use and benefit of the Secured Parties, but at the Borrower’s expense, to the extent permitted by Law to exercise, at any time and from time to time while any Event of Default shall have occurred and be continuing all or any of the powers provided for in Section 15 of the Security Agreement with respect to all or any of the Trademark Collateral.

The foregoing security interest has been granted under the Security Agreement. The Grantors acknowledge and affirm that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of a conflict between the Security Agreement and this Trademark Security Agreement, the terms of the Security Agreement shall control.

Upon termination of the Transaction Liens in the Trademark Collateral pursuant to the Security Agreement, the security interests granted hereby shall automatically terminate and be released, and the Grantee will, at the expense of the Grantors, execute and deliver to the Grantors such documents, and take such other actions, as the Grantors shall reasonably request to evidence the termination of the security interests granted hereby.

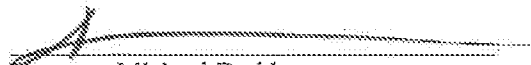
Capitalized terms used but not defined herein but defined in the Security Agreement are used herein with the respective meanings provided for therein.

[Signature pages to follow]

IN WITNESS WHEREOF, the Grantors have caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 21st day of July, 2023.

Electronic Technology, LLC
Richards Mfg. Co. Sales, LLC

By:

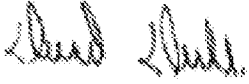

Name: Michael Dodds
Title: Chief Financial Officer

{Signature Page to Trademark Security Agreement}

TRADEMARK
REEL: 008140 FRAME: 0546

Acknowledged:

CAPITAL ONE, NATIONAL
ASSOCIATION, as Collateral Agent






By: _____

Name: David Dale

Title: Vice President

**Schedule 1
to Trademark
Security Agreement**

Mark	Application No.	Filing Date	Registration No.	Registration Date	Status	Owner
RICHARDS	97248676	2/1/2022	--	--	Pending	Richards Mfg. Co. Sales, LLC
R and Design 	97248684	2/1/2022	--	--	Pending	Richards Mfg. Co. Sales, LLC
R RICHARDS MANUFACTURING CO. and Design 	97248699	2/1/2022	--	--	Pending	Richards Mfg. Co. Sales, LLC
MNPR	97248837	2/1/2022	--	--	Pending	Richards Mfg. Co. Sales, LLC
313NP	97248864	2/1/2022	--	--	Pending	Richards Mfg. Co. Sales, LLC
416NP	97248870	2/1/2022	--	--	Pending	Richards Mfg. Co. Sales, LLC
SSC	97248892	2/1/2022	--	--	Pending	Richards Mfg. Co. Sales, LLC
CSH	97248895	2/1/2022	--	--	Pending	Richards Mfg. Co. Sales, LLC
ETI	97248744	2/1/2022	--	--	Pending	Electronic Technology, LLC
ETI and Design 	97248759	2/1/2022	--	--	Pending	Electronic Technology, LLC