

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM828237

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CE RENTAL, INC.		07/07/2023	Corporation: DELAWARE
SKYLINE TENT COMPANY		07/07/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	STONEHENGE OPPORTUNITY FUND V, LP		
Street Address:	191 West Nationwide Boulevard		
Internal Address:	Suite 600		
City:	Columbus		
State/Country:	OHIO		
Postal Code:	43215		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	85023764	DISTINCTIVE EVENT RENTALS	
Serial Number:	97571606	CURATED EVENTS	
Serial Number:	97571586	CE CURATED EVENTS SERVICE · SELECTION ·	
Serial Number:	97582949	CURATED EVENTS SERVICE . SELECTION . STY	
Serial Number:	97582994	CURATED EVENTS SERVICE SELECTION STYLE D	
Serial Number:	97583005	CE CURATED EVENTS	
Serial Number:	87667756	SKYLINE TENT COMPANY	
Serial Number:	87667742	SKYLINE TENT COMPANY	
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:	lindsey.corbin@icemiller.com		
Correspondent Name:	Ryan Schwinghamer		
Address Line 1:	250 West Street		
Address Line 2:	Suite 700		
Address Line 4:	Columbus, OHIO 43215		

OP \$215.00 85023764

NAME OF SUBMITTER:	Lindsey Corbin
SIGNATURE:	/Lindsey Corbin/
DATE SIGNED:	07/31/2023
Total Attachments: 8 source=Executed Trademark Security Agreement - Curated Events 4881-3972-2607 v.1#page1.tif source=Executed Trademark Security Agreement - Curated Events 4881-3972-2607 v.1#page2.tif source=Executed Trademark Security Agreement - Curated Events 4881-3972-2607 v.1#page3.tif source=Executed Trademark Security Agreement - Curated Events 4881-3972-2607 v.1#page4.tif source=Executed Trademark Security Agreement - Curated Events 4881-3972-2607 v.1#page5.tif source=Executed Trademark Security Agreement - Curated Events 4881-3972-2607 v.1#page6.tif source=Executed Trademark Security Agreement - Curated Events 4881-3972-2607 v.1#page7.tif source=Executed Trademark Security Agreement - Curated Events 4881-3972-2607 v.1#page8.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") made as of July 7, 2023, by CE RENTAL, INC., a Delaware corporation ("CE Rental"), and SKYLINE TENT COMPANY, a Delaware corporation ("Skyline"), and together with CE Rental, jointly and severally, "Grantors"), in favor of STONEHENGE OPPORTUNITY FUND V, LP, a Delaware limited partnership ("Purchaser").

W I T N E S S E T H

WHEREAS, CE Rental, as the issuer ("Issuer"), Skyline, the other Note Parties from time to time party thereto, and Purchaser have entered into a certain Note Purchase Agreement dated as of the date hereof (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Note Purchase Agreement") providing for the purchase of the Note (as defined in the Note Purchase Agreement) by the Purchaser from the Issuer, subject to the terms and conditions set forth therein;

WHEREAS, in order to induce Purchaser to purchase the Note as provided for in the Note Purchase Agreement and in consideration of the foregoing and for other good and valuable consideration, Grantors, certain affiliates of Grantors and Purchaser have entered into a certain Guaranty and Security Agreement dated as of the date hereof (as the same may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"); and

WHEREAS, pursuant to the terms of the Security Agreement, Grantors have granted to Purchaser a security interest in substantially all of the assets of Grantors, including all right, title and interest of Grantors in, to and under all now owned and hereafter acquired or arising (collectively, "Trademarks", but excluding, in any event, Excluded Property): (a) trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith (other than "intent to use" applications until a verified statement of use or an amendment to alleged use is filed with respect to such applications); (b) all renewals thereof; (c) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing, under licenses of any of the foregoing, or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing; (d) the right to sue for past, present and future infringements of any of the foregoing; (e) all rights corresponding to any of the foregoing throughout the world; and (f) all goodwill associated with and symbolized by any of the foregoing, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantors under the Note Purchase Agreement and the other Note Purchase Documents;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantors agree as follows:

1. Incorporation of Security Agreement. The Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement and if not, in the Note Purchase Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Obligations, Grantors hereby grant to Purchaser and hereby reaffirm their prior grant pursuant to the Security Agreement of, a continuing security interest in Grantors' entire right, title and interest in and to the following, whether now owned or existing or hereafter created or acquired:

a) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

b) all products and proceeds of the foregoing, including without limitation, any claim by Grantors against third parties for past, present or future (i) infringement or dilution of any Trademark, or (ii) injury to the goodwill associated with any Trademark.

Notwithstanding anything herein to the contrary, the Trademark shall exclude any Excluded Property and the security interests granted under this Agreement shall not extend to any Excluded Property.

3. Warranties and Representations. Grantors warrant and represent to Purchaser that:

a) except as otherwise disclosed or permitted in the Security Agreement, Grantors are the sole and exclusive owner of, or have the right to use, free from any Liens or other restrictions, claims, rights, encumbrances, licenses, covenants not to sue or burdens (other than Permitted Liens and any liens created pursuant to the Senior Loan Documents (as defined in the Note Purchase Agreement)), each Trademark;

b) As of the date hereof, Grantors have no notice of any suits or actions commenced or threatened with reference to any Trademark, except as could not reasonably be expected to have a Material Adverse Effect; and

c) Grantors have the corporate power and authority to execute and deliver this Agreement and perform its terms.

4. New Trademarks. Grantors represent and warrant that the Trademarks listed on Schedule 1 constitute all of the federally registered Trademarks and applications therefor now owned by Grantors as of the date hereof. If, before Payment in Full of Grantors' Obligations, Grantors shall become aware of any existing federally registered Trademarks, which do not constitute Excluded Property owned by Grantors, of which Grantors have not previously informed Purchaser in accordance with the terms of the Security Agreement, the provisions of this Agreement shall automatically apply thereto and Grantors shall give to Purchaser prompt written notice thereof.

Grantors hereby authorize Purchaser to modify this Agreement by amending Schedule 1 to include any such Trademarks.

5. Duties of Grantors. Grantors shall ensure that any material Trademarks are and remain enforceable. Any expenses incurred in connection with Grantors' obligations under this Section 5 shall be borne by Grantors.

6. Purchaser's Right to Sue. After the occurrence and during the continuance of an Event of Default, Purchaser shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and, if Purchaser shall commence any such suit, Grantors shall, at the request of Purchaser, do any and all lawful acts and execute any and all proper documents reasonably required by Purchaser in aid of such enforcement and Grantors shall promptly reimburse and indemnify Purchaser for all reasonable out-of-pocket costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) incurred by Purchaser in the exercise of its rights under this Section 6.

7. Cumulative Remedies; Power of Attorney. All of Purchaser's rights and remedies with respect to the Trademarks, whether established hereby or by the Security Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Grantors hereby authorize Purchaser upon the occurrence and during the continuance of an Event of Default beyond any applicable cure period to make, constitute and appoint any officer or agent of Purchaser as Purchaser may select, in its sole discretion, as Grantors' true and lawful attorney-in-fact, with power to (i) endorse Grantors' name on all applications, documents, papers and instruments necessary or desirable for Purchaser in the use of the Trademarks or (ii) take any other actions with respect to the Trademarks as Purchaser deems to be in the best interest of Purchaser, or (iii) grant or issue any exclusive or non-exclusive license under the Trademarks to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone. Grantors hereby ratify all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until Payment in Full. Grantors acknowledge and agree that this Agreement is not intended to limit or restrict in any way the rights and remedies of Purchaser under the Security Agreement, but rather is intended to facilitate the exercise of such rights and remedies. Purchaser shall have in addition to all other rights and remedies given to it by the terms of this Agreement and the Security Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in New York. Grantors hereby further acknowledge and agree that the use by Grantors of the Trademarks shall be worldwide, except as limited by their terms, and without any liability for royalties or related charges from Purchaser to Grantors.

8. Release. If any of the Trademark shall be sold, transferred or otherwise disposed of by Grantors to a Person that is not a Note Party in a transaction expressly permitted by the Note Purchase Agreement, such Trademark shall be automatically released from the Liens created hereby, and Purchaser, at the request and sole expense of Grantors and following receipt of a certificate of Responsible Officer of Grantors certifying as to such sale, transfer or other disposition of property having been made in compliance with the Note Purchase Agreement, shall execute and deliver to Grantors all releases or other documents reasonably necessary or desirable for the release of the Liens created hereby on the Trademark.


9. Governing Law. THIS SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, INCLUDING FOR SUCH PURPOSES SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK.

10. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but such counterparts shall together constitute but one and the same agreement.


[Signature Pages Follow]

IN WITNESS WHEREOF, Grantors have duly executed this Agreement as of the date first written above.

CE RENTAL, INC.,
a Delaware corporation

By: 
Name: David S. Williams
Title: President

SKYLINE TENT COMPANY,
a Delaware corporation

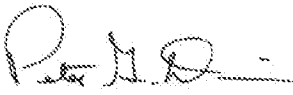
By: 
Name: David S. Williams
Title: President

Agreed and Accepted
As of the Date First Written Above

STONEHENGE OPPORTUNITY FUND V, LP

By: Stonehenge Equity Partners V, LLC, its General Partner



By: Stonehenge Partners Corp., its Manager

By: 
Name: Peter G. Davies
Title: Principal

SCHEDULE 1

TRADEMARKS

OWNER	JURISDICTION	MARK	SERIAL NUMBER	APPLICATION/REGISTRATION NUMBER	APPLICATION/REGISTRATION DATE	INTERNATIONAL APPLICATION/REGISTRATION NUMBER	INTERNATIONAL APPLICATION/REGISTRATION DATE	STATUS
CE Rental, Inc.	U.S.	DISTINCTIVE EVENT RENTALS	85023764	Registration Number: 3,992,036	Registration Date: 7/12/2011	N/A	N/A	Registered
CE Rental, Inc.	U.S.; European Union	CURATED EVENTS	97571606	Application Number: 97/571,606	Application Date: 8/30/2022	Registration Number: 173291	Registration Date: 2/27/2023	Registered
CE Rental, Inc.	U.S.	CE CURATED EVENTS SERVICE SELECTION STYLE DELIVERED CURATED EVENTS	97571586	Application Number: 97/571,586	Application Date: 8/30/2022	N/A	N/A	Registered
CE Rental, Inc.	U.S.; European Union	CURATED EVENTS SERVICE ELECTION STYLE DELIVERED CURATED EVENTS SERVICE SELECTION STYLE DELIVERED	97582949	Application Number: 97/582,949	Application Date: 9/8/2022	Application Number: 1739273	Application Date: 2/27/2023	Registered
CE Rental, Inc.	U.S.; European Union	CURATED EVENTS SERVICE SELECTION STYLE DELIVERED CURATED EVENTS	97582994	Application Number: 97/582,994	Application Date: 9/8/2022	Application Number: 1739271	Application Date: 2/27/2023	Registered
CE Rental, Inc.	U.S.; European Union	CE CURATED EVENTS CURATED EVENTS	97583005	Application Number: 97/583,005	Application Date: 9/8/2022	Application Number: 1739274	Application Date: 2/27/2023	Registered

OWNER	JURISDICTION	MARK	SERIAL NUMBER	APPLICATION/REGISTRATION NUMBER	APPLICATION/REGISTRATION DATE	INTERNATIONAL APPLICATION/REGISTRATION NUMBER	INTERNATIONAL APPLICATION/REGISTRATION DATE	STATUS
CE Rental, Inc.	N/A		N/A	N/A	N/A	N/A	N/A	Unregistered (Common Law trademark)
Skyline Tent Company	U.S.	SKYLINE TENT COMPANY	87667756	Registration Number: 5,598,863	Registration Date: 11/6/2018	N/A	N/A	Registered
Skyline Tent Company	U.S.	SKYLINE TENT COMPANY & Design 	87667742	Registration Number: 5,598,862	Registration Date: 11/6/2018	N/A	N/A	Registered

TRADEMARK

REEL: 008150 FRAME: 0326

RECORDED: 07/31/2023