

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM498533

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HOVAIR PRODUCTS, LLC	FORMERLY Production Handling Systems Incorporated	11/16/2018	Limited Liability Company: INDIANA
RECEIVING PARTY DATA			
Name:	BYLINE BANK, AS AGENT		
Street Address:	180 N. LASALLE STREET, SUITE 300		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60601		
Entity Type:	banking corporation: ILLINOIS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	74449895	STARBASE DESIGN 90	
Serial Number:	78804319	AMERICAN TURNTABLE WWW.AMERICANTURNTABLE	
CORRESPONDENCE DATA			
Fax Number:	3124996701		
<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:	AHESLA@DUANEMORRIS.COM		
Correspondent Name:	ROBERT HORWATH		
Address Line 1:	190 S LASALLE STREET, SUITE 3700		
Address Line 2:	DUANE MORRIS LLP		
Address Line 4:	CHICAGO, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	G4599-00014		
NAME OF SUBMITTER:	ROBERT HORWATH		
SIGNATURE:	/S/ ROBERT HORWATH		
DATE SIGNED:	11/16/2018		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) is made as of November 16, 2018, by **HOVAIR PRODUCTS, LLC**, an Indiana limited liability company (the “**Grantor**”), in favor of **BYLINE BANK**, an Illinois banking corporation as the administrative agent and collateral agent for the Lenders (the “**Agent**”) under that certain Amended and Restated Revolving Credit and Term Loan Agreement, dated as of the date hereof, among the Grantor, Rhino Assembly Company, LLC, a North Carolina limited liability company, Tool House, LLC, a Wisconsin limited liability company, and Level 10 Industries, LLC, a Wisconsin limited liability company (each of the foregoing, individually and collectively, the “**Borrower**”), the Rhino Holding Company, LLC, a Delaware limited liability company, and Rhino Holding Subsidiary, Inc., a Delaware corporation, the Lenders party thereto, and the Agent (as amended, amended and restated, supplemented, or otherwise modified from time to time, the “**Credit Agreement**”).

WHEREAS, pursuant to the Credit Agreement, the Lenders have agreed to establish a revolving credit facility and to extend term loans to the Borrower.

WHEREAS, Borrower and certain of their affiliates have executed and delivered to Agent that certain Second Amended and Restated Pledge and Security Agreement of even date herewith (as amended, amended and restated, supplemented, or otherwise modified from time to time, the “**Security Agreement**”).

WHEREAS, Grantor has agreed to enter into this Agreement in furtherance of the rights granted to the Lender under the Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION 1. Defined Terms. Except as otherwise expressly defined herein, all capitalized terms used in this Agreement shall have the meanings ascribed to them in the Security Agreement and, if not defined therein, in the Credit Agreement. Any term used in the UCC and not defined in this Agreement, the Security Agreement, or the Credit Agreement shall have the meaning given to such term in the UCC.

SECTION 2. Security Interest. As security for the Obligations, Grantor hereby grants to the Agent (for the benefit of the Lenders) a continuing first priority security interest in and to and a lien on all of Grantor’s right, title, and interest, whether now existing or hereafter arising or acquired, in and to its Trademarks, including but not limited to the Trademarks listed on Exhibit A attached hereto (the “**Collateral**”). Grantor hereby requests that the U.S. Commissioner of Patents and Trademarks record this Agreement with respect to the U.S. Trademarks listed on Exhibit A attached hereto.

SECTION 3. **Incorporation by Reference.** Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

SECTION 4. **Counterparts.** This Agreement may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

[Remainder of page left intentionally blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their duly authorized officers as of the date first above written.

Grantor:

HOVAIR PRODUCTS, LLC

By: _____

Name: John Lenahan

Title: Secretary

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006483 FRAME: 0074

Accepted:

BYLINE BANK, as Agent

By: _____


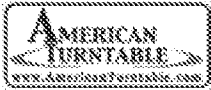
Dan Delgadillo
Senior Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006483 FRAME: 0075

EXHIBIT A

Registered Trademarks

Reg. No./Ser. No.	Trademark	Status	Full Goods/Services
RN: 1,930,558 SN: 74/449,895	STARBASE DESIGN 90 and Design  Disclaimer: "DESIGN"	Renewed Oct. 31, 2005	(Int'l Class: 07) material handling equipment, namely an air bearing turntable.
RN: 3,253,232 SN: 78/804,319	AMERICAN TURNTABLE WWW.AMERICANTURNTABLE.COM and Design  Disclaimer: "AMERICAN TURNTABLE WWW.AMERICANTURNTABLE.COM "	Renewed June 19, 2017	(Int'l Class: 20) product display equipment, namely mechanical turntables, air bearing turntables, or any other piece of equipment used to turn a product in the nature of sample display units for use in the fields of sales and promotions.

Trademark Applications

None.

Trademark Licenses

None.