

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM561372

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Redbuilt LLC		02/04/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Fifth Third Bank, National Association		
Street Address:	6111 N. River Road		
City:	Rosemont		
State/Country:	ILLINOIS		
Postal Code:	60018		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4013005	R	
Registration Number:	4013006	REDBUILT	
Registration Number:	4013007	REDBUILT	
Registration Number:	4023315	R	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	800-713-0755		
Email:	Sarah.Bundy@wolterskluwer.com		
Correspondent Name:	CT Corporation		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Jonathan Stoian		
SIGNATURE:	/Jonathan Stoian/		
DATE SIGNED:	02/10/2020		
Total Attachments: 6			
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Redbuilt LLC

- Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: _____
 Other Limited Liability Company

Citizenship (see guidelines) Delaware

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) February 4, 2020

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Fifth Third Bank, National Association

Street Address: 6111 N. River Road

City: Rosemont

State: Illinois

Country: USA Zip: 60018

- Individual(s) Citizenship _____
 Association Citizenship National Association
 Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text
None

B. Trademark Registration No.(s)
4013005; 4013006; 4013007 and 4023315

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Jonathan Stoian

Internal Address: _____

Street Address: 100 Light Street

City: Baltimore

State: Maryland Zip: 21202

Phone Number: 410-385-3854

Docket Number: _____

Email Address: jstoian@milesstockbridge.com

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature: Jonathan Stoian

2/10/2020

Signature

Date

Jonathan Stoian

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

6

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (“**Trademark Security Agreement**”), dated as of February 4, 2020, is made by REDBUILT LLC, a Delaware limited liability company (“**Grantor**”) in favor of FIFTH THIRD BANK, NATIONAL ASSOCIATION (the “**Secured Party**”).

Grantor and Secured Party have entered into an Amended and Restated Credit and Security Agreement dated as of February 4, 2020 (as amended, restated, modified, substituted, extended, and renewed from time to time, the “**Credit Agreement**”).

Under the terms of the Credit Agreement, Grantor has granted to Secured Party a security interest in, among other property, certain intellectual property of Grantor, and has agreed to execute and deliver this Trademark Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office.

Grantor and Secured Party therefore agree as follows:

1. **Grant of Security.** Grantor hereby grants to Secured Party a security interest in and to all of the right, title and interest of Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the “**Trademark Collateral**”):

(a) the trademark registrations set forth in **Schedule 1** hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the “**Trademarks**”), excluding only 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, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(b) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. **Recordation.** Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon Secured Party’s request.

3. **Loan Documents.** This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Secured Party with respect to the Trademark Collateral are as provided by the Credit Agreement and related documents, and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

4. **Execution in Counterparts.** This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

5. **Successors and Assigns.** This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. **Governing Law.** This Trademark Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the State of Illinois.

[signature page to follow]

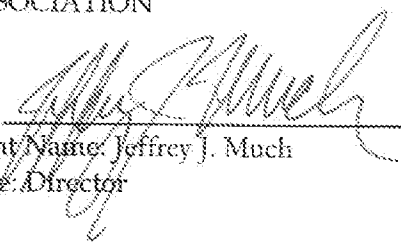
Grantor and Secured Party have executed this Trademark Security Agreement as of the date set forth in the introductory paragraph.

SECURED PARTY

GRANTOR

FIFTH THIRD BANK, NATIONAL
ASSOCIATION

REDBUILT LLC

By:  _____

Print Name: Jeffrey J. Much

Title: Director

By: _____

Print Name: _____

Title: _____

Grantor and Secured Party have executed this Trademark Security Agreement as of the date set forth in the introductory paragraph.


SECURED PARTY

GRANTOR

FIFTH THIRD BANK, NATIONAL
ASSOCIATION

REDBUILT LLC

By: _____
Print Name: _____
Title: _____

By: 
Print Name: BRUCE T. MURPHY
Title: CHIEF FINANCIAL OFFICER / SVP

SCHEDULE 1
TRADEMARKS

Trademark	Registration #	Issue Date	Owner
R (stylized and/or with design) 	4013005	08/16/2011	Redbuilt, LLC
REDBUILT (stylized and/or with design) 	4013006	08/16/2011	Redbuilt, LLC
REDBUILT (stylized and/or with design) 	4013007	08/16/2011	Redbuilt, LLC
R (stylized and/or with design) 	4023315	09/6/2011	Redbuilt, LLC