

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM670484

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
P. Graham Dunn, Inc.		08/26/2021	Corporation: OHIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	First Merchants Bank		
<b>Street Address:</b>	3659 River Road Olentangy		
<b>Internal Address:</b>	Suite 100		
<b>City:</b>	Columbus		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	43214		
<b>Entity Type:</b>	National Banking Association: INDIANA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5339477	P. GRAHAM DUNN	
<b>Registration Number:</b>	5474328	P. GRAHAM DUNN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6142272100		
<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>			
<b>Phone:</b>	6142272026		
<b>Email:</b>	ipdocket@porterwright.com		
<b>Correspondent Name:</b>	Richard M. Mescher		
<b>Address Line 1:</b>	41 South High Street		
<b>Address Line 2:</b>	Suites 2800-3200		
<b>Address Line 4:</b>	Columbus, OHIO 43215		
<b>NAME OF SUBMITTER:</b>	Richard M. Mescher		
<b>SIGNATURE:</b>	/richard m. mescher/		
<b>DATE SIGNED:</b>	08/26/2021		
<b>Total Attachments: 6</b>			
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**SHORT FORM TRADEMARK SECURITY AGREEMENT**, dated as of August 26, 2021, by P. GRAHAM DUNN, INC., an Ohio corporation (“Borrower”), each of the entities listed on the signature pages hereof as grantors or that becomes a party hereto pursuant to Section 7.10 (Additional Grantors) of the Security Agreement referred to below (each a “Grantor” and, collectively, the “Grantors”) in favor of FIRST MERCHANTS BANK (“Lender”).

**WITNESSETH:**

WHEREAS, pursuant to the Credit Agreement, dated of even date herewith (as amended, modified or supplemented from time to time, the “Credit Agreement”) between Borrower and Lender, Lender has agreed to make extensions of credit to Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, all the Grantors are party to a Security Agreement of even date herewith in favor of Lender (the “Security Agreement”) pursuant to which the Grantors are required to execute and deliver this Short Form Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce Lender to enter into the Credit Agreement and to induce Lender to continue to make extensions of credit to Borrower thereunder, each Grantor hereby agrees with Lender as follows:

**Section 1. Defined Terms**

Unless otherwise defined herein, terms defined in the Credit Agreement or in the Security Agreement and used herein have the meaning given to them in the Credit Agreement or the Security Agreement.

**Section 2. Grant of Security Interest in Trademark Collateral**

Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby collaterally mortgages, pledges and hypothecates to Lender, and grants to Lender a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

- (a) all of its Trademarks and Trademark Licenses to which it is a party, including, without limitation, those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and
- (d) all Proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

**Section 3. Security Agreement**


The security interest granted pursuant to this Short Form Trademark Security Agreement is granted in conjunction with the security interest granted to Lender pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and 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.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Short Form Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

**P. GRAHAM DUNN, INC.**  
*as Borrower and Grantor*

By:   
Patrick Helmuth, CEO

ACCEPTED AND AGREED  
as of the date first above written:

**FIRST MERCHANTS BANK,**  
*as Lender*

By: \_\_\_\_\_  
Mike Kramer, Vice President

IN WITNESS WHEREOF, each Grantor has caused this Short Form Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

**P. GRAHAM DUNN, INC.**  
*as Borrower and Grantor*

By: \_\_\_\_\_  
Patrick Helmuth, CEO

ACCEPTED AND AGREED  
as of the date first above written:

**FIRST MERCHANTS BANK,**  
*as Lender*

By:   
Mike Kramer, Vice President

**ACKNOWLEDGEMENT OF GRANTORS**

STATE OF OHIO                    )  
  ) ss.  
COUNTY OF Wayne            )

On this 25<sup>th</sup> day of August, 2021 before me personally appeared Patrick Helmuth, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of P. GRAHAM DUNN, INC., who being by me duly sworn did depose and say that he is an authorized representative of said entity, that said instrument was signed on behalf of said entity and that he acknowledged said instrument to be the free act and deed of said entity.

*Christopher J. Pycraft*  
\_\_\_\_\_  
Notary Public




**Christopher J. Pycraft**  
Notary Public, State of Ohio  
My Commission Has No Expiration Date  
Section 147.03RC

**SCHEDULE I**  
**TO**  
**SHORT FORM TRADEMARK SECURITY AGREEMENT**

**Trademark Registrations**

A. REGISTERED TRADEMARKS

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Registrant</u>
P. GRAHAM DUNN	5,339,477	November 21, 2017	P. Graham Dunn, Inc.
	5,474,328	May 22, 2018	P. Graham Dunn, Inc.

B. TRADEMARK APPLICATIONS

None

C. TRADEMARK LICENSES

None