

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM679780

| | | | |
|---|---|----------------------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Safety System and Signs Hawaii, Inc. | | 10/05/2021 | Corporation: DELAWARE |
| TSC Buyer, Inc. | | 10/05/2021 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | ALTER DOMUS (US) LLC, as collateral agent | | |
| Street Address: | 225 W. Washington Street, 9th Floor | | |
| City: | Chicago | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60606 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 5 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4779113 | SAFETY SYSTEMS & SIGNS HAWAII | |
| Registration Number: | 4779112 | SAFETY SYSTEMS AND SIGNS HAWAII | |
| Registration Number: | 6349532 | S STATEWIDE | |
| Registration Number: | 4520191 | STATEWIDE TRAFFIC SAFETY & SIGNS | |
| Registration Number: | 4582609 | STATEWIDE TRAFFIC SAFETY & SIGNS | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2125305219 | | |
| <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: | 2125305243 | | |
| Email: | dcip@milbank.com, ehyla@milbank.com | | |
| Correspondent Name: | Eric Hyla, Esq. | | |
| Address Line 1: | 55 Hudson Yards | | |
| Address Line 2: | Milbank, LLP | | |
| Address Line 4: | New York, NEW YORK 10001-2163 | | |
| ATTORNEY DOCKET NUMBER: | 30045.00366 | | |
| NAME OF SUBMITTER: | Eric Hyla | | |
| SIGNATURE: | /Eric Hyla/ | | |

CH \$140.00 4779113

| | |
|---------------------|------------|
| DATE SIGNED: | 10/08/2021 |
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Total Attachments: 5
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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is entered into as of October 5, 2021, by and among **Safety System and Signs Hawaii, Inc., a Delaware corporation** and TSC Buyer, Inc., a Delaware corporation (each, a “Grantor” and, collectively, the “Grantors”) and **ALTER DOMUS (US) LLC**, in its capacity as collateral agent for the Secured Parties (in such capacity, the “Collateral Agent”).

WITNESSETH:

WHEREAS, each Grantor is party to a Second Lien Pledge and Security Agreement, dated as of December 22, 2020 (as it may be from time to time amended, restated, amended and restated, replaced, supplemented and/or otherwise modified, the “Second Lien Security Agreement”), in favor of the Collateral Agent pursuant to which each Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement (as defined in the Second Lien Security Agreement), each Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Second Lien Security Agreement and used herein have the meaning given to them in the Second Lien Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following pledged Collateral of such Grantor:

- (a) Trademarks of such Grantor listed on Schedule I attached hereto;
- (b) all goodwill associated with such Trademarks; and
- (c) all proceeds of any and all of the foregoing.

SECTION 3. Second Lien Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Second Lien Security Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Second Lien Security Agreement (and are expressly subject to the terms and conditions thereof). In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Second Lien Security Agreement, the provisions of the Second Lien Security Agreement shall control.

SECTION 4. Termination. Upon the termination of the Second Lien Security Agreement in accordance with its terms, the Collateral Agent shall execute, acknowledge, and deliver to each Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts (and by different parties hereto on 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 other electronic imaging (including in .pdf format) means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 6. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the security interest granted to the Collateral Agent pursuant to this Trademark Security Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the First Lien/Second Lien Intercreditor Agreement, dated as of December 22, 2020 (as amended, restated, amended and restated, replaced, supplemented and/or otherwise modified from time to time, the “First Lien/Second Lien Intercreditor Agreement”). In the event of any conflict among the terms of the First Lien/Second Lien Intercreditor Agreement and the terms of this Trademark Security Agreement, the terms of the First Lien/Second Lien Intercreditor Agreement shall govern and control.

SECTION 7. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

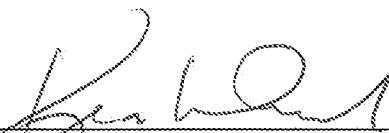
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IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

TSC BUYER, INC.


By: 
Name: Kevin Ward
Title: Chief Financial Officer

**SAFETY SYSTEMS AND SIGNS HAWAII,
INC.**

By: 
Name: Kevin Ward
Title: Chief Financial Officer



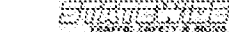
Accepted and Agreed:

ALTER DOMUS (US) LLC
as Collateral Agent

By: 
Name: Matthew Trybula
Title: Duly Authorized Signatory

SCHEDULE I
to
SECOND LIEN TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS:

| MARK | OWNER | APP. / REG DATE | Application No./ Reg. No. / | STATUS |
|---|--|--------------------------------|--|---------------|
| SAFETY SYSTEMS & SIGNS HAWAII | Safety Systems and Signs Hawaii, Inc. | 02/22/2013 / 7/21/2015 | 85857446 / 4779113 | Registered |
|  | Safety Systems and Signs Hawaii, Inc. | 02/22/2013 / 7/21/2015 | 85857436 / 4779112 | Registered |
|  | TSC Buyer, Inc. | 88830027 | 88830027 / 6349532 | Registered |
| <small>STATEWIDE TRAFFIC SAFETY & SIGNS</small> STATEWIDE TRAFFIC SAFETY & SIGNS | TSC Buyer, Inc. | 02/22/2013 / 04/29/2014 | 85857317 / 4520191 | Registered |
|  STATEWIDE TRAFFIC SAFETY & SIGNS | TSC Buyer, Inc. | 02/22/2013 / 08/12/2014 | 85857318 / 4582609 | Registered |