

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM686824

|   |  |                       |                                     |
|---|--|-----------------------|-------------------------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT   |                       |                                     |
| <b>NATURE OF CONVEYANCE:</b>  | Trademark Security Agreement   |                       |                                     |
| <b>CONVEYING PARTY DATA</b>   |  |                       |                                     |
| <b>Name</b>   | <b>Formerly</b>  | <b>Execution Date</b> | <b>Entity Type</b>                  |
| Ben-Ko-Matic Co.  |  | 11/09/2021            | Corporation: OREGON                 |
| Legacy Equipment Company, LLC   |  | 11/09/2021            | Limited Liability Company: DELAWARE |
| Blaze Equipment, LLC  |  | 11/09/2021            | Limited Liability Company: TEXAS    |
| Cal-Line Equipment, Inc.  |  | 11/09/2021            | Corporation: CALIFORNIA             |
| <b>RECEIVING PARTY DATA</b>   |  |                       |                                     |
| <b>Name:</b>  | MidCap Financial Trust, as collateral agent  |                       |                                     |
| <b>Street Address:</b>  | 7255 Woodmont Avenue, Suite 300  |                       |                                     |
| <b>City:</b>  | Bethesda   |                       |                                     |
| <b>State/Country:</b>   | MARYLAND   |                       |                                     |
| <b>Postal Code:</b>   | 20814  |                       |                                     |
| <b>Entity Type:</b>   | Trust: DELAWARE  |                       |                                     |
| <b>Composed Of:</b>   | <ul style="list-style-type: none"> <li>Apollo Capital Management, L.P., DELAWARE, Limited Partnership</li> <li>Apollo Capital Management GP, LLC, DELAWARE, Limited Liability Company</li> </ul> |                       |                                     |
| <b>PROPERTY NUMBERS Total: 5</b>  |  |                       |                                     |
| <b>Property Type</b>  | <b>Number</b>  | <b>Word Mark</b>      |                                     |
| <b>Registration Number:</b>   | 5626622  | OWEN EQUIPMENT        |                                     |
| <b>Registration Number:</b>   | 4813141  | LEGACY EQUIPMENT      |                                     |
| <b>Registration Number:</b>   | 6241570  | FOUNDRY TOOLING       |                                     |
| <b>Serial Number:</b>   | 90798703   | CAL-LINE EQUIPMENT    |                                     |
| <b>Serial Number:</b>   | 90798704   | CAL-LINE EQUIPMENT    |                                     |
| <b>CORRESPONDENCE DATA</b>  |  |                       |                                     |
| <b>Fax Number:</b>  |  |                       |                                     |
| <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>   | 2136207848   |                       |                                     |
| <b>Email:</b>   | iprecordations@whitecase.com   |                       |                                     |
| <b>Correspondent Name:</b>  | Justine Lu/White & Case LLP  |                       |                                     |

CH \$140.00 5626622

**Address Line 1:** 555 South Flower Street, Suite 2700  
**Address Line 4:** Los Angeles, CALIFORNIA 90071

**ATTORNEY DOCKET NUMBER:** 1575426-0012-S216

**NAME OF SUBMITTER:** Justine Lu

**SIGNATURE:** /Justine Lu/

**DATE SIGNED:** 11/09/2021

**Total Attachments: 5**

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source=MidCap\_Owen - Trademark Security Agreement (EXECUTED)#page5.tif

## TRADEMARK SECURITY AGREEMENT

**Trademark Security Agreement**, dated as of November 9, 2021, by and among BEN-KO-MATIC CO., an Oregon corporation, Legacy Equipment Company, LLC, a Delaware limited liability company, Blaze Equipment, LLC, a Texas limited liability company, and CAL-LINE EQUIPMENT, INC., a California corporation (individually, a “**Grantor**”, and, collectively, the “**Grantors**”), and MidCap Financial Trust, in its capacity as collateral agent for the benefit of the Secured Parties (as defined in the Security Agreement referred to below) (in such capacity, the “**Collateral Agent**”).

### W I T N E S S E T H:

WHEREAS, the Grantors are party to a Security Agreement, dated as of November 9, 2021 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among OWEN MERGER SUB, INC., a Delaware corporation (“**Initial Borrower**”), which on the Closing Date shall be merged with and into OEH PARENT HOLDINGS, INC., a Delaware corporation (the “**Target**”, with the Target surviving such Merger, as the “**Borrower**”), OWEN HOLDINGS, INC., a Delaware corporation (“**Holdings**”), each of the other Grantors party thereto and the Collateral Agent, pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement and the Credit 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 Collateral (excluding any Excluded Assets) of such Grantor: all Trademarks of such Grantor, including those listed on Schedule I attached hereto, and all goodwill connected with the use of and symbolized thereby.

SECTION 3. The 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, for the benefit of the Secured Parties, pursuant to the Security Agreement and the Grantors hereby acknowledge and affirm 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 Security Agreement, the terms of which are incorporated herein by reference. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the parties otherwise agree in writing.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof with respect to any Grantor, the Collateral Agent shall, at the expense of such Grantor, execute, acknowledge, and deliver to such Grantor an instrument in writing in recordable form releasing the lien on 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, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

Delivery of an executed counterpart of a signature page of this Trademark Security Agreement by telecopier or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement. The words "execution," "signed," "signature," and words of like import relating to this Trademark Security Agreement shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act. This Trademark Security Agreement shall be governed by, and construed in accordance with, the law of the State of New York.

**[SIGNATURE PAGES FOLLOW]**

BEN-KO-MATIC CO.  
LEGACY EQUIPMENT COMPANY, LLC  
BLAZE EQUIPMENT, LLC  
CAL-LINE EQUIPMENT, INC.

By:   
Name: Brian Jordan  
Title: Secretary

[Signature page to Trademark Security Agreement]

MIDCAP FINANCIAL TRUST,  
as Collateral Agent

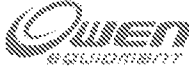


By: Apollo Capital Management, L.P.,  
its investment manager

By: Apollo Capital Management GP, LLC,  
its general partner



By: \_\_\_\_\_  
Name: Maurice Amsellem  
Title: Authorized Signatory:

**SCHEDULE I  
TRADEMARK REGISTRATIONS AND USE APPLICATIONS**

| <b>Mark</b>   | <b>Application No.</b> | <b>Application Date</b> | <b>Registration No.</b> | <b>Registration Date</b> | <b>Owner/ Applicant</b>       |
|---|------------------------|-------------------------|-------------------------|--------------------------|-------------------------------|
| <br>"OWEN EQUIPMENT"                 | 87880243               | April 17, 2018          | 5626622                 | December 11, 2018        | BEN-KO-MATIC CO.              |
| "LEGACY EQUIPMENT"  | 85541314               | February 13, 2012       | 4813141                 | September 15, 2015       | Legacy Equipment Company, LLC |
| <br>Disclaimer:<br>"FOUNDRY TOOLING" | 88851020               | March 27, 2020          | 6241570                 | January 5, 2021          | Blaze Equipment, LLC          |
| "CAL-LINE EQUIPMENT"  | 90798703               | June 28, 2021           | N/A                     | N/A                      | CAL-LINE EQUIPMENT, INC.      |
|                                    | 90798704               | June 28, 2021           | N/A                     | N/A                      | CAL-LINE EQUIPMENT, INC.      |