

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM708943

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PECO PALLET, INC.		02/16/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, AS COLLATERAL AGENT		
Street Address:	333 Thornall Street		
Internal Address:	Attn: Global Corporate Trust Services		
City:	Edison		
State/Country:	NEW JERSEY		
Postal Code:	08837		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2482694	PECO	
Registration Number:	3160136	RED LINK	
CORRESPONDENCE DATA			
Fax Number:	2123099507		
<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:	2128016488		
Email:	chius@gtlaw.com		
Correspondent Name:	Greenberg Traurig, LLP Attn: Sandy Chiu		
Address Line 1:	One Vanderbilt Ave		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	144779.077400		
NAME OF SUBMITTER:	Sandy Chiu		
SIGNATURE:	/Sandy Chiu/		
DATE SIGNED:	02/17/2022		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT ("Trademark Security Agreement"), dated as of February 16, 2022, is entered into by PECO PALLET, INC., a Delaware corporation ("Grantor"), in favor of U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as collateral agent for the Secured Parties (in such capacity, together with its successors and assigns, "Collateral Agent").

A. Pursuant to that certain Credit Agreement dated as of February 16, 2022, by and among Grantor, PECO Pallet Holdings, Inc. (the "Company"), PECO TPM Solutions LLC ("PECO TPM"), Natixis, New York Branch, as administrative agent (the "Administrative Agent"), and the lenders and issuing banks from time to time party thereto (the "Lenders") (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Lenders have agreed to make extensions of credit to the Company upon the terms and subject to the conditions set forth therein.

B. Pursuant to that that certain Note Purchase Agreement, dated as of February 16, 2022, by and among the Company, Grantor, PECO TPM and the purchasers party thereto (collectively, "Note Purchasers") (as amended, restated, supplemented or otherwise modified from time to time, the "Note Purchase Agreement"), the Note Purchasers have agreed to purchase secured Notes (as defined therein) upon the terms and subject to the conditions set forth therein.

C. The Company, Grantor and PECO TPM have entered into that certain Intercreditor Agreement dated as of February 16, 2022, with the Administrative Agent, the Collateral Agent, Lenders, Note Purchasers and certain other Secured Parties from time to time party thereto (as amended, restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement").

D. The Company may from time to time incur such Additional Other Secured Debt (as defined in the Intercreditor Agreement) as permitted under the Credit Agreement and the Note Purchase Agreement.

E. Pursuant to the terms of that certain Security Agreement dated as of February 16, 2022, by and among Grantor, Company, PECO TPM and Collateral Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Collateral Agent, for the ratable benefit of the Secured Parties, a first priority security interest in, among other property, all right, title and interest of Grantor in and to certain Trademarks, together with the goodwill of the business symbolized by such Trademarks and all products and proceeds thereof, to secure the obligations under the Credit Agreement, the Note Purchase Agreement, the Intercreditor Agreement and any Additional Other Secured Debt Documents.

F. Grantor has agreed, as a condition of the Security Agreement, to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office and the Canadian Intellectual Property Office.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees for the ratable benefit of the Collateral Agent, on behalf of the Secured Parties, as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition shall have the meanings given to them in the Credit Agreement, Note Purchase Agreement, Intercreditor Agreement or Security Agreement, as applicable.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations on the terms set forth in the Security Agreement and the other Secured Creditor Documents, hereby grants to Collateral Agent, for the ratable benefit of the Secured Parties, a Lien on and security interest in, all of its right, title and interest in, to and under the following (all of the following collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(a) all Trademarks and registrations and applications for registration thereof (provided that no security interest shall be granted in United States intent-to-use Trademark applications filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of the Lanham Act has been filed), including, without limitation, those referred to on Schedule A hereto;

(b) all renewals of the foregoing;

(c) all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, products, and proceeds at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Recordation. Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon Collateral Agent's request.

Section 4. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Collateral Agent, for the ratable benefit of the Secured Parties, pursuant to the Security Agreement, is subject to Section 3.3 thereof, and the Grantor hereby acknowledges and agrees that the rights and remedies of Collateral Agent 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.

Section 5. The Collateral Agent. Notwithstanding anything herein to the contrary, the Collateral Agent shall be afforded all of the rights, powers, immunities and indemnities of the Collateral Agent set forth in the Secured Creditor Documents, as if such rights, powers, immunities and indemnities were specifically set forth herein. The rights, privileges, protections and benefits

given to the Collateral Agent under the Secured Creditor Documents, including its right to be indemnified, are extended to, and shall be enforceable by, the Collateral Agent in its capacity hereunder, and to each agent, custodian and other Person employed by the Collateral Agent in accordance herewith to act hereunder

Section 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

Section 7. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND ANY CLAIM OR CONTROVERSY ARISING HEREUNDER OR RELATED HERETO SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THAT WOULD REQUIRE OR PERMIT APPLICATION OF LAWS OF ANOTHER JURISDICTION.

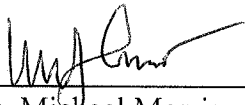
* * *

[Signature Page Follows]

IN WITNESS WHEREOF, 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.

GRANTOR:

PECO PALLET, INC.

By: 
Name: Michael Morris
Title: Chief Financial Officer & Secretary

Acknowledged and agreed to by:

COLLATERAL AGENT:

**U.S. BANK TRUST COMPANY,
NATIONAL ASSOCIATION**

By: _____
Name:
Title:

[Signature Page to Trademark Security Agreement]

**TRADEMARK
REEL: 007636 FRAME: 0899**

IN WITNESS WHEREOF, 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.

GRANTOR:

PECO PALLET, INC.

By: _____
Name:
Title:

Acknowledged and agreed to by:




COLLATERAL AGENT:

U.S. BANK TRUST COMPANY,
NATIONAL ASSOCIATION

By: *S Roche*
Name: Stephanie Roche
Title: Vice President

[Signature Page to Trademark Security Agreement]

SCHEDULE A
TRADEMARKS

Mark	Country	Appl. No./ Appl. Date	Reg. No./ Reg. Date	Status	Owner
PECO	US	75386094 11/6/1997	2482694 8/28/2001	Registered	PECO Pallet, Inc.
RED LINK and Design 	US	78469688 8/18/2004	3160136 10/17/2006	Registered	PECO Pallet, Inc.
PECO	Canada	0857727 10/2/1997	TMA594407 11/12/2003	Registered	PECO Pallet, Inc.
RED LINK and Design 	Canada	1243073 1/10/2005	TMA699886 10/31/2007	Registered	PECO Pallet, Inc.
Design Only 	Canada	0875878 4/22/1998	TMA611486 5/28/2004	Registered	PECO Pallet, Inc.