

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM731773

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fortna, Inc.		06/01/2022	Corporation: PENNSYLVANIA
Material Handling Systems, Inc.		06/01/2022	Corporation: KENTUCKY
MHS Conveyor Corp.		06/01/2022	Corporation: DELAWARE
MHS Equipment, LLC		06/01/2022	Limited Liability Company: KENTUCKY
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	10 S. Dearborn		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 24			
Property Type	Number	Word Mark	
Registration Number:	4270113	THE DISTRIBUTION EXPERTS	
Registration Number:	6198394	FORTNADCDESIGNER	
Registration Number:	3191989	FORTNADCMODELER	
Registration Number:	3638584	FORTNA	
Registration Number:	5357876	ADA	
Registration Number:	2378569	APS	
Registration Number:	5510776	ASCADA	
Registration Number:	5504824	MHS ABOVE + BEYOND	
Registration Number:	5560718	MHS	
Registration Number:	5985666	MHS INSIGHTS	
Registration Number:	5985665	MHS INSIGHTS	
Registration Number:	5504823		
Registration Number:	4675401	ZOE	
Registration Number:	6357182	ZOOMOPTIX	
Registration Number:	3211889	CRUZ	

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Property Type	Number	Word Mark
Registration Number:	2602705	ERS
Registration Number:	2602683	INTELLIROL
Registration Number:	3857367	NBC
Registration Number:	2664215	NBS
Registration Number:	6329311	POLYSORT
Registration Number:	1272426	XENOPRESSURE
Registration Number:	1119922	XENOROL
Registration Number:	5599234	SRS SANTA ROSA SYSTEMS
Serial Number:	88822099	CONTROLBLOX

CORRESPONDENCE DATA

Fax Number: 3128622200

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.

Phone: 312-862-4396

Email: noreen.gosselin@kirkland.com

Correspondent Name: Noreen Gosselin

Address Line 1: Kirkland & Ellis LLP

Address Line 2: 300 North LaSalle

Address Line 4: CHICAGO, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:	42901-15
NAME OF SUBMITTER:	NOREEN GOSSELIN
SIGNATURE:	/NOREEN GOSSELIN/
DATE SIGNED:	06/01/2022

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT dated as of June 1, 2022 (this “**Agreement**”), among Fortna, Inc., a Pennsylvania corporation (“**Fortna**”), Material Handling Systems, Inc., a Kentucky corporation (“**MHS**”), MHS Conveyor Corp., a Delaware corporation (“**MHS Conveyor**”), and MHS Equipment, LLC, a Kentucky limited liability company (“**MHS Equipment**”, and together with Fortna, MHS and MHS Conveyor, each, a “**Grantor**” and collectively, the “**Grantors**”) and JPMorgan Chase Bank, N.A. (in its individual capacity, “**JPM**”), as collateral agent (in such capacity, the “**Collateral Agent**”).

Reference is made to (a) the Pledge and Security Agreement dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among the Grantors, Project Castle Holdings II, Inc., Delaware corporation (“**Holdings**”), Project Castle, Inc., a Delaware corporation (the “**Borrower**”), the Subsidiaries of the Borrower from time to time party thereto, and the Collateral Agent, and (b) the Credit Agreement dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified, refinanced and/or restated from time to time, the “**Credit Agreement**”), among the Grantors, Holdings, the Borrower, the Subsidiaries of the Borrower from time to time party thereto, the Lenders from time to time party thereto and JPM, as administrative agent and collateral agent for the Lenders party thereto. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantors will derive substantial benefits from the extension of credit pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01 of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the prompt and complete payment or performance, as the case may be, in full of their Secured Obligations, each Grantor, hereby pledges, mortgages, hypothecates and grants to the Collateral Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in, all right, title and interest in to and under all of the following personal property and other assets, whether now owned by or owing to, or hereafter acquired by or arising in favor of such Grantor (collectively, the “**Trademark Collateral**”):

- (a) all of the Trademarks owned by such Grantor and constituting Collateral, including those listed on Schedule I, and the goodwill of the business symbolized by the foregoing;
- (b) all renewals of the foregoing;
- (c) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements or dilutions thereof;

(d) all rights to sue for past, present, and future infringements or dilutions of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and

(e) all rights corresponding to any of the foregoing.

Notwithstanding the foregoing, the Trademark Collateral shall not include, and the Security Interest shall not extend to, any Excluded Assets; provided, that immediately upon the ineffectiveness, lapse or termination of any restriction or condition causing or resulting in any personal property or other assets that would otherwise constitute Trademark Collateral to constitute Excluded Assets, the Trademark Collateral shall include, and the Security Interest shall extend to, such personal property or other assets as if such restriction or condition had never been in effect.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The Grantors authorize and request that the Commissioner of Patents and Trademarks, record this Trademark Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. The Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and any Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Termination. Subject to Section 7.11 of the Security Agreement, upon the Termination Date, this Agreement shall terminate and the security interest in the Trademark Collateral shall be released. Upon the termination of this Agreement, the Agent shall execute all documents, make all filings, take all other actions reasonably requested by the Grantors to evidence and record the release of the security interests in the Trademark Collateral granted herein.

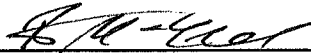
SECTION 5. Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or by email as a “.pdf” or “.tif” attachment or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 6. **CHOICE OF LAW**. THIS AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT, WHETHER IN TORT, CONTRACT (AT LAW OR IN EQUITY) OR OTHERWISE, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

FORTNA INC.,
as the Grantor

By: 
Name: Robert McKeel
Title: Chief Executive Officer

MATERIAL HANDLING SYSTEMS, INC.,
as the Grantor

By: 
Name: Robert McKeel
Title: Chief Executive Officer


MHS CONVEYOR CORP.,
as the Grantor

By: 
Name: Robert McKeel
Title: Chief Executive Officer

MHS EQUIPMENT, LLC,
as the Grantor

By: 
Name: Robert McKeel
Title: Chief Executive Officer

JPMORGAN CHASE BANK, N.A.,
as Collateral Agent,

By: 
Name: Richard Barritt
Title: Executive Director

[Signature Page – Trademark Security Agreement]