

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM828871

<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>
ENDURANCE LIFT SOLUTIONS, LLC		08/01/2023	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of America, N.A.		
<b>Street Address:</b>	901 Main Street, 11th Floor		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75202		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2918590	FIBEROD	
<b>Registration Number:</b>	3270750	FIBEROD	
<b>Registration Number:</b>	6453519	GAME CHANGER	
<b>Serial Number:</b>	98096086	ENDURANCE LIFT SOLUTIONS	
<b>Serial Number:</b>	98096117	ENDURANCE LIFT SOLUTIONS	
<b>Serial Number:</b>	98096146	ENDURANCE LIFT SOLUTIONS	
<b>Serial Number:</b>	98096198	ENDURANCE LIFT SOLUTIONS	
<b>Serial Number:</b>	98096214	ENDURANCE LIFT SOLUTIONS	
<b>Serial Number:</b>	98096224	ENDURANCE LIFT SOLUTIONS	
<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>	415-591-1000		
<b>Email:</b>	TrademarksSF@winston.com		
<b>Correspondent Name:</b>	Becky Troutman		
<b>Address Line 1:</b>	101 California Street		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94111		
<b>NAME OF SUBMITTER:</b>	Becky Troutman (ker)		

CH \$240.00 2918590

<b>SIGNATURE:</b>	/Becky Troutman/
<b>DATE SIGNED:</b>	08/02/2023
<b>Total Attachments: 5</b> source=Executed - END Trademark Security Agreement Supplement (BOA-Endurance)_(18908868)_(1)#page1.tif source=Executed - END Trademark Security Agreement Supplement (BOA-Endurance)_(18908868)_(1)#page2.tif source=Executed - END Trademark Security Agreement Supplement (BOA-Endurance)_(18908868)_(1)#page3.tif source=Executed - END Trademark Security Agreement Supplement (BOA-Endurance)_(18908868)_(1)#page4.tif source=Executed - END Trademark Security Agreement Supplement (BOA-Endurance)_(18908868)_(1)#page5.tif	

TRADEMARK SECURITY AGREEMENT SUPPLEMENT

This TRADEMARK SECURITY AGREEMENT SUPPLEMENT, dated as of August 1, 2023, by Endurance Lift Solutions, LLC, a Delaware limited liability company (the “Grantor”), in favor of Bank of America, N.A., as agent (in such capacity, the “Agent”) for the Secured Parties (as defined in the Loan Agreement referred to below).

WHEREAS, the Grantor has entered into that certain Fifth Amended and Restated Loan and Security Agreement, dated as of August 1, 2023 (as amended, supplemented, replaced or otherwise modified from time to time, the “Loan Agreement”), with certain financial institutions party thereto and Bank of America, N.A., as agent for the Lenders. Capitalized terms used and not defined herein have the meanings given such terms in the Loan Agreement.

WHEREAS, pursuant to the terms of the Loan Agreement, the Grantor has executed and delivered that certain Trademark Security Agreement, dated as of February 7, 2019 (as may be further amended, amended and restated, supplemented, replaced or otherwise modified from time to time, the “Trademark Security Agreement”).

WHEREAS, under the terms of the Loan Agreement, the Grantor has granted a security interest in certain Property, including, without limitation, certain Intellectual Property of the Grantor to the Agent for the ratable benefit of the Secured Parties, and has agreed as a condition thereof to execute this Trademark Security Agreement Supplement for recording with the United States Patent and Trademark Office and other applicable Governmental Authorities.

WHEREAS, the Trademark Security Agreement was recorded against certain United States Intellectual Property at Reel 006621, Frame 0245.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Agent for the ratable benefit of the Secured Parties a security interest in and to all of the Grantor’s right, title and interest in and to the following (collectively, the “Trademark Collateral”), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantor’s Obligations:

(a) (i) all trademarks, service marks, trade names, corporate names, company names, business names, trade dress, trade styles, logos, or other indicia of origin or source identification, trademark and service mark registrations, and applications for trademark or service mark registrations and any new renewals thereof, including, without limitation, each registration and application identified in Schedule 1, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each of the above (collectively, the “Trademarks”);

(b) (i) all licenses or agreements, whether written or oral, providing for the grant by or to the Grantor of any right to use any Trademark, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations of any of the foregoing, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto; and

(c) any and all proceeds of the foregoing.

For the avoidance of doubt, the Trademark Collateral shall not include any intent-to-use trademark application prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law.

SECTION 2. Recordation. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Trademark Security Agreement Supplement.

SECTION 3. Execution in Counterparts. This Trademark Security Agreement Supplement may be executed in any number of counterparts (including by telecopy), 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 4. Governing Law. This Trademark Security Agreement Supplement shall be governed by, and construed and interpreted in accordance with, the law of the State of Texas.

SECTION 5. Conflict Provision. This Trademark Security Agreement Supplement has been entered into in conjunction with the provisions of the Loan Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Loan Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Trademark Security Agreement Supplement are in conflict with the Loan Agreement, the provisions of the Loan Agreement shall govern.

*[Signature Pages Follow]*

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement Supplement to be executed and delivered as of the day and year first above written.

**GRANTOR:**

**ENDURANCE-LIFT SOLUTIONS, LLC**

By:  \_\_\_\_\_

Name: John Schmitz

Title: Chief Executive Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT SUPPLEMENT]

**TRADEMARK**  
**REEL: 008153 FRAME: 0321**

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

BANK OF AMERICA, N.A.

By: Michael Danby  
Name: Michael Danby  
Title: Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT SUPPLEMENT]

## TRADEMARKS

Owner	Trademark	Application No./Registration No.
Endurance Lift Solutions, LLC	<u>FIBEROD</u>	Registration Number: 2918590 Serial Number: 76557464
Endurance Lift Solutions, LLC	<u>FIBEROD and Design</u> 	Registration Number: 3270750 Serial Number: 76654886
Endurance Lift Solutions, LLC	<u>GAME CHANGER</u>	Registration Number: 6453519 Serial Number: 90314814
Endurance Lift Solutions, LLC	ENDURANCE LIFT SOLUTIONS	Serial Number: 98096086
Endurance Lift Solutions, LLC	ENDURANCE LIFT SOLUTIONS	Serial Number: 98096117
Endurance Lift Solutions, LLC	ENDURANCE LIFT SOLUTIONS	Serial Number: 98096146
Endurance Lift Solutions, LLC		Serial Number: 98096198
Endurance Lift Solutions, LLC		Serial Number: 98096214
Endurance Lift Solutions, LLC		Serial Number: 98096224